

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
PECOS DIVISION

JOSE F. ARMENDARIZ,

Plaintiff,

v.

PRESIDIO INDEPENDENT SCHOOL
DISTRICT,

Defendant.

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Cause No. 4:17-CV-00040-DC

APPENDIX TO DEFENDANT’S MOTION FOR PARTIAL SUMMARY JUDGMENT

Affidavit of S. Anthony Safi

1. Excerpts from Jose Armendariz Deposition Transcript
2. Exhibits from October 12, 2016 Nonrenewal Hearing; marked at Jose Armendariz Deposition:

D.Ex.1 – Presidio ISD Board Meeting Minutes, April 27, 2016

D.Ex.2 – Resolution, April 27, 2016

D.Ex.3 – Notice of Proposed Non-Renewal, April 29, 2016

D.Ex.4 – Letter from Tony Conners, May 12, 2016

D.Ex.5 – Presidio ISD Board Meeting Minutes, June 17, 2015

D.Ex.6 – Term Contracts Nonrenewal, Board Policy DFBB (Local)

D.Ex.7 – Term Contract

D.Ex.8 – Texas Educator Certificate

D.Ex.9 – Letter from MD Anderson

D.Ex.10 – Letter from MD Anderson

D.Ex.11 – Letter from Santos Lujan

D.Ex.12 – Memorandum

D.Ex.13 – Job description

D.Ex.14 – Evaluation of Professional Staff

D.Ex.15 – Teacher Service Record

- D.Ex.16 – Payroll Data
- D.Ex.17 – Letter from Jose Armendariz, July 7, 2015
- D.Ex.18 – E-mail regarding Administrative Leave
- D.Ex.19 – Letter from Larry Baskind
- D.Ex.20 – E-mail from Paul Tapp
- D.Ex.21 – Letter from Dennis McEntire
- D.Ex.22 – E-mail from Dennis McEntire
- D.Ex.23 – E-mail from Dennis McEntire
- D.Ex.24 – Letter from Dennis McEntire
- D.Ex.25 – Criminal Complaint Against Jose Armendariz
- D.Ex.26 – E-mail from Dennis McEntire
- D.Ex.27 – Letter from Dennis McEntire
- D.Ex.28 – Employee Salary Information
- D.Ex.29 – E-mail from Dennis McEntire

- 3. D.Ex.38 – Letter from Mr. Tapp to Mr. Baskind, July 21, 2015
- 4. D.Ex.39 – E-mail exchange between Mr. Baskind and Mr. Tapp, August 4, 2015
- 5. P.Ex.18 – E-mail from Mr. Tapp to Mr. Baskind, August 4, 2015
- 6. D.Ex.40 – E-mail from Mr. Baskind to Mr. Tapp, August 10, 2015
- 7. D.Ex.44 – Presidio ISD Minutes of Special Board Meeting, October 12, 2016

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FOR THE WESTERN DISTRICT OF TEXAS
PECOS DIVISION

JOSE F. ARMENDARIZ,

Plaintiff,

v.

PRESIDIO INDEPENDENT SCHOOL
DISTRICT,

Defendant.

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Cause No. 4:17-CV-00040-DC

AFFIDAVIT OF S. ANTHONY SAFI

STATE OF TEXAS

COUNTY OF EL PASO

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BEFORE ME, the undersigned authority, personally appeared Sabre Anthony Safi, who,
having been duly sworn, stated as follows:

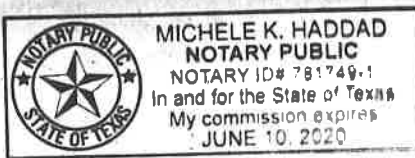
1. My name is Sabre Anthony Safi. I usually abbreviate my first name with the initial "S." I am an adult of sound mind and capable of making this affidavit.
2. I have been admitted to practice before the Texas Supreme Court and all of the state courts of the State of Texas since 1976. I am also admitted to practice before this Court, the United States Court of Appeals for the Fifth Circuit, and the United States Supreme Court.
3. I am an attorney of record for the Defendant in the above-styled and numbered cause. I participated in the deposition of the Plaintiff Jose F. Armendariz, and after the deposition was concluded, I received a transcript of his deposition from the court reporter. Included in the Appendix to Defendant's Motion for Partial Summary Judgment are true and correct copies of pages excerpted from his deposition transcript, along with Defendant's Exhibits 1-29, 38-40, and 44, which were marked and utilized in conjunction with his deposition. I also participated in the deposition of Dennis McEntire, Superintendent of the Defendant School District during the relevant time period. The Appendix also includes a true and correct copy of a document marked as Exhibit 18 and utilized by Plaintiff's counsel during Mr. McEntire's deposition.

Further affiant sayeth naught.



S. ANTHONY SAFI

SWORN TO AND SUBSCRIBED BEFORE ME on this 9th day of August, 2018,
to certify which witness my hand and seal of office.





Michele K. Haddad

Notary Public, State of Texas

Notary's Printed Name: Michele K. Haddad

My commission expires:

6/10/2020

IN THE UNITED STATES DISTRICT COURT
 FOR THE WESTERN DISTRICT OF TEXAS
 PECOS DIVISION

JOSE F. ARMENDARIZ,)	
)	
Plaintiff,)	
)	
vs.)	No. 4:17-CV-00040-DC
)	
PRESIDIO INDEPENDENT SCHOOL)	
DISTRICT,)	
)	
Defendant.)	

 Oral and Videotaped Deposition of
 JOSE F. ARMENDARIZ
 June 6, 2018

The Videotaped Oral Deposition of JOSE F. ARMENDARIZ, taken at the request of the Defendant, from 9:07 a.m. to 4:38 p.m., Wednesday, June 6, 2018, at the Presidio Independent School District Administration Building, 701 E. Market Street, Presidio, Texas, Before Caryn Miller, CSR, of the State of Texas (State Certificate #9276), CCR of the State of New Mexico (State Certificate #504) and RPR.

A P P E A R A N C E S

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Also present:

Yvonne Natividad, Videographer
Santos Lujan

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1 THE VIDEOGRAPHER: Okay. Good morning,
2 this is the video deposition of Mr. Jose Armendariz
3 taken by Mr. Anthony Safi. The date is Wednesday, June
4 6th, 2018. The time is 9:05 a.m.

5 And will the court reporter please swear in
6 the witness.

7 JOSE ARMENDARIZ,
8 having been first duly sworn by the Certified Court
9 Reporter, testified as follows:

10 EXAMINATION

11 BY MR. SAFI:

12 Q. Mr. Armendariz, good morning.

13 A. Good morning.

14 Q. My name is Anthony Safi. I'm an attorney
15 representing the Presidio Independent School District in
16 this case.

17 We have not met prior to just now. Is that
18 correct?

19 A. That's correct.

20 Q. All right, sir. And I am going to ask you a
21 number of questions and ask that you let me completely
22 finish every question before you start answering. And I
23 do ask that your answers be audible rather than just
24 shaking or nodding your head or something like that. Is
25 that okay?

1 **A.** Yes, sir.

2 **Q.** Okay. And if I ask you a question that is
3 confusing or kind of convoluted and you don't -- you're
4 not sure you understand it, please let me know and I
5 will work with you to make sure that I ask a question
6 that's understandable and answerable. Is that okay?

7 **A.** Yes, sir.

8 **Q.** If you don't say anything, then I will assume
9 that you have understood my question and we'll proceed
10 on that basis. All right?

11 **A.** Yes.

12 **Q.** Okay. Mr. Armendariz, also, this is not any
13 type of endurance contest. I think we'll be taking a
14 break at least once an hour. If you need to take a --
15 a -- any time you need to take a break, just let us
16 know, it will be no problem, and we'll be happy to take
17 a break. Okay?

18 **A.** Yes, sir.

19 **Q.** All right. Now, you have testified before, I
20 believe, in the nonrenewal hearing that occurred back a
21 couple years ago. Is that right?

22 **A.** That's correct.

23 **Q.** All right, sir. Other than that have you ever
24 testified under oath?

25 **A.** Yes, sir.

1 Q. And what is located at Spur 203 Road?

2 A. A batch plant.

3 Q. A batch plant?

4 A. Yes, sir.

5 Q. Is this where -- where you -- you prepare
6 concrete?

7 A. Yes, sir.

8 Q. Okay. Anything else out there?

9 A. Construction equipment. And I have a couple of
10 mobile homes that I use for rental apartments.

11 Q. Okay. Any other business addresses?

12 A. No, sir.

13 Q. Okay. Do you have a driver's license?

14 A. I have a Texas ID.

15 Q. Texas ID but not a driver's license?

16 A. No, sir.

17 Q. Okay. Mr. Armendariz, you're a college
18 graduate. Correct?

19 A. That's correct.

20 Q. All right. I'll hand you what's been marked as
21 Defendant's Exhibit 30.

22 MR. WENKE: Going in reverse order on the
23 exhibits?

24 MR. SAFI: Well --

25 MR. WENKE: I'm just kidding.

1 MR. SAFI: I will --

2 MR. WENKE: Most people start with 1, but
3 you're entitled.

4 MR. SAFI: I will -- I will -- I will fill
5 in 1 through 29 by the time we're done. Okay?

6 MR. WENKE: Okay.

7 Q. (BY MR. SAFI) I'm sorry about that. It is --

8 MR. WENKE: Little humor for a very hot
9 Presidio morning.

10 MR. SAFI: Yeah, it just --

11 Yeah, okay.

12 Q. (BY MR. SAFI) Just by way of explanation, I
13 might as well explain it now. What I did was the --
14 what you'll find is the exhibits that were introduced at
15 the nonrenewal hearing, those are 1 through 29 and then
16 I started adding exhibits after that. So this is the
17 first one, Exhibit 30, to the ones I added.

18 (Exhibit Number 30 marked.)

19 Q. (BY MR. SAFI) Okay. You have that in front of
20 you, Mr. Armendariz?

21 A. Yes, sir.

22 Q. Okay. Can you identify that, please, for us.

23 A. That's my -- I can say it's like a college
24 transcript.

25 Q. Okay.

1 **A.** I did away with that. I did away with that,
2 that -- that Prozac. I -- I was on an antidepressant
3 then.

4 **Q.** Okay. And so were you -- in -- when -- when
5 you went there in -- in the June/July of 2015, were
6 you -- were you taking it then?

7 **A.** No.

8 **Q.** And then --

9 You don't believe you were?

10 **A.** No, sir.

11 **Q.** Okay.

12 **A.** No.

13 **Q.** Are you taking it now?

14 **A.** No, sir.

15 **Q.** No. Okay.

16 All right. And I'll hand you what's been
17 marked as Defendant's Exhibit 17.

18 (Exhibit Number 17 marked.)

19 **Q.** (BY MR. SAFI) Which appears to've been marked
20 as maybe Exhibit A-7 or A-9 at the nonrenewal hearing
21 introduced by your attorney, Tony Conners, and ask you
22 to identify that for us, please.

23 **A.** Yes, sir. Yes.

24 **Q.** And this is a letter that you submitted -- or I
25 guess this is the digital copy of the letter you

1 submitted dated July 7.

2 A. Yes, sir.

3 Q. Okay. To Superintendent McEntire and
4 Principal Lujan. Is that right?

5 A. That's correct.

6 Q. All right. And it mentions that on June 18,
7 2015, you received a text message from the mobile
8 telephone of Mr. Dennis McEntire that states that a
9 teaching contract for next year has been renewed. Were
10 you in Houston when you received that text message, do
11 you recall, or were you here?

12 A. I can't recall really.

13 Q. Oh, okay. Did you save that text message by
14 chance?

15 A. I have in my old cell phone number -- my cell
16 phone.

17 Q. You do?

18 A. Yes.

19 Q. So you think you would be able to retrieve it
20 from that cell phone?

21 A. I think so.

22 Q. Okay. And if your attorney asked for a copy of
23 it, then you think you'd be able to provide it to him?

24 A. Yes, sir.

25 MR. SAFI: John, do you want me to make a

1 separate request for that or --

2 MR. WENKE: No, I'm -- I'll write a Post-it
3 note and just follow up with an e-mail next week.

4 MR. SAFI: Okay. Thank you.

5 Q. (BY MR. SAFI) Did you respond to that June 18
6 text message from Superintendent McEntire by -- by text
7 or was this the first response that you made?

8 A. That's the first -- really, that's -- this is
9 the first response that I made.

10 Q. Okay.

11 A. Yes.

12 Q. So from the time that you received the June 18
13 text message to the time that this July 7 letter was
14 written, there was -- you didn't have any communication
15 either with Mr. Lujan or Mr. McEntire?

16 A. I can't recall.

17 Q. Okay. But this just -- so this July 7 letter
18 is the first communication that you can recall after the
19 June 18 text?

20 A. Yes, sir.

21 Q. Okay. And it's not reflected here, but you
22 sent a copy of this letter to an attorney. Is that
23 right?

24 A. Yes. His -- one of -- when we get this letter,
25 I was in Houston --

1 Q. Uh-huh.

2 A. -- at the time and he's an attorney over there.
3 He helped me write this letter.

4 Q. Okay. And what is his name?

5 A. Alberto Ramos.

6 Q. Okay. And is he from Presidio originally?

7 A. Originally, yes, sir.

8 Q. Okay. And are y'all related?

9 A. He's my cousin.

10 Q. He's your cousin. Okay.

11 Did you also at some point contact the
12 Association of Texas Professional Educators, ATPE?

13 A. Yes, sir.

14 Q. Are -- were you a member?

15 A. Yes, sir.

16 Q. You were, okay.

17 And a staff attorney with ATPE engaged in
18 communications with Larry Baskind who was then -- who's
19 now deceased, but was then the attorney for the school
20 district. Is that right?

21 A. That's right.

22 Q. And I'll hand you -- I've handed you Exhibit
23 38.

24 (Exhibit Number 38 marked.)

25 Q. (BY MR. SAFI) What's been marked as

1 Defendant's Exhibit 38. And this is a letter from
2 Paul Tapp, an attorney with ATPE, to Mr. Baskind. Is
3 that right?

4 A. Yes, sir.

5 Q. Okay. Were you aware that Mr. Baskind was --
6 was now deceased?

7 A. Yes, sir.

8 Q. Yeah. And so I'm not asking you about what was
9 discussed between you and Mr. Tapp, but at some point --
10 this letter's dated July 21. At some point before July
11 21, had you communicated with Mr. Tapp?

12 A. Can't recall.

13 Q. Okay. Do you think that in -- in looking at
14 his July 21 letter, he's saying that he represents you
15 regarding matters relating to your employment with the
16 Presidio school district. It seems like there would
17 have been some communication between the two of y'all
18 preceding this or perhaps someone on your -- else acting
19 on your behalf and Mr. Tapp.

20 A. Well, actually, just because I called the
21 association --

22 Q. Okay.

23 A. -- and then they referred me to -- they
24 assigned me Paul Tapp.

25 Q. Okay.

1 **A.** So I might have contacted him before that.

2 **Q.** Okay. All right.

3 **A.** Before he wrote the letter, pretty sure I
4 contacted -- talked to him.

5 **Q.** Okay.

6 **A.** And told him the situation.

7 **Q.** Okay. All right. And I don't need any -- any
8 details on that.

9 And then there's a series of communications
10 between Mr. Baskind and Mr. Tapp. And I'll hand you
11 what's been marked as Defendant's Exhibit 39 --

12 (Exhibit Number 39 marked.)

13 **Q.** (BY MR. SAFI) -- which appears to be -- the
14 first page is a -- and let me ask you this. Let me
15 start by asking this question.

16 Would Mr. Tapp forward to you his
17 communications with Mr. Baskind?

18 **A.** Not that I can recall, no.

19 **Q.** Okay. But he stayed in touch with you --

20 **A.** Yes, he did.

21 **Q.** -- in some way. Right?

22 **A.** Yes.

23 **Q.** Okay. Y'all remained in communication during
24 the time period --

25 **A.** Yes.

1 Q. -- he was representing you.

2 Okay.

3 So you were generally aware of -- of what
4 he was doing and the information he was receiving.
5 Right?

6 A. Yes.

7 Q. Okay. In the -- in the -- there's an August 4
8 e-mail there from Mr. Baskind to Mr. Tapp, and it
9 mentions there that its attaching contract will last for
10 years. The intent was for Mr. Armendariz to be given a
11 contract as a teacher and to be paid a stipend as
12 athletic director.

13 Then it says: The school district does not
14 need a full-time athletic director as it only has 1,500
15 students and has no football.

16 Did I read that correctly?

17 A. Yes.

18 Q. Okay. And then the next page is the first page
19 of your contract for the 2012-'13 school year. Is that
20 right?

21 A. Yes.

22 Q. And it just says "For Certified Teacher."
23 Right?

24 A. For the '12 -- yes, sir.

25 Q. And it doesn't mention anything about athletic

1 director, does it?

2 A. No, sir.

3 Q. Okay. Then the next page is the front page of
4 the contract -- your con- -- your employment contract
5 for the '13-'14 school year. Is that right?

6 A. Yes, sir.

7 Q. And it says: For certified teacher, slash,
8 athletic director.

9 Is that right?

10 A. Yes, sir.

11 Q. Okay. And then the next page starts your term
12 contract for the 2014-'15 school year. Is that right?

13 A. That's right.

14 Q. And it just says, "Athletic Director." Right?

15 A. Athletic director.

16 Q. Okay. Did your job duties change from 2012-'13
17 to 2013-'14?

18 A. No, sir.

19 Q. And then from 2013-'14 to 2014-'15, we did
20 discuss that Mr. Lujan had asked you to help out the
21 business teachers. Right? But other than that, your
22 duties didn't change. Right?

23 A. No, sir.

24 Q. Okay. Then at the end of the last two pages of
25 this -- of this exhibit are what appears to be the first

1 and third pages of a teacher job description. Is that
2 right?

3 A. Yes.

4 Q. Okay. And -- and I -- I've got -- I'll be able
5 to fill in that second page in a minute because I think
6 it's missing from here. But on the third page, the --
7 which is the final page of this exhibit, Mr. Armendariz,
8 is that your signature?

9 A. Yes, sir.

10 Q. It is.

11 And the date is November 7 of 2014.

12 A. Yes, sir.

13 Q. And do you recall the circumstances of your
14 signing that?

15 A. Can't recall.

16 Q. Okay. But that would have been during the
17 2014-'15 school year, right, if it's November of '14?

18 A. Yes.

19 Q. Okay. And that would have been as we discussed
20 during a time period that Mr. Lujan was discussing with
21 you kind of getting involved with the teaching. Right?

22 A. Yes.

23 Q. Okay. Now, I'll hand you just --

24 Hand you what's been marked as Defendant's
25 Exhibit 13, which I think again is the -- the first in

1 Then I'll hand you what's been marked as
2 Exhibit 40.

3 (Exhibit Number 40 marked.)

4 Q. (BY MR. SAFI) Defendant's Exhibit 40, which
5 appear to be additional e-mail exchange between
6 Attorneys Baskind and your attorney, Mr. Tapp, who was
7 representing you at the time.

8 And do you recognize those e-mails as such?

9 A. No -- but I -- wait a minute.

10 Q. They don't show copies being sent to you.

11 A. No.

12 Q. They appear to be between Mr. Baskind and
13 Mr. Tapp?

14 A. And I -- yes.

15 Q. Okay. And attached to those are payroll data
16 for 2012-'13, 2013-'14. Then there's a adjustment for
17 2013-'14 which was a reduction of -- a negative
18 adjustment of \$5,000. So the adjusted contract amount
19 was 67,376. Do you recall the circumstances of that
20 adjustment?

21 A. No, sir.

22 Q. All right. Then the next page is the 2014-'15
23 payroll data. Is that right?

24 A. Yes.

25 Q. And then the next page after that which is page

1 92 at the bottom, that is a -- a positive adjustment in
2 the amount of \$1,390. And that at the bottom there in
3 handwriting reflects -- it has a number 48,240 and then
4 it says "step 18," and then "22,796 additional."

5 So it appears that this would -- remember
6 we talked before about the step 16 versus step 18 and
7 you do that.

8 A. Yes.

9 Q. This appears to have been a positive adjustment
10 to put you on step 18 of the teacher's salary schedule
11 at 48,240, plus the 22,796 representing the athletic
12 director stipend.

13 A. But the athletic director stipend should be 25.

14 Q. 25,000. Okay.

15 Well, any event, it shows an adjusted
16 contract amount of 71,036. And does that look right as
17 your finalized salary amount for '14-'15?

18 A. Yes, sir.

19 Q. Okay. Then the -- the last pages are again
20 additional copy of the June 17, 2015, board meeting
21 minutes which we've already discussed.

22 Mr. Armendariz, you didn't -- regarding the
23 issue over your reassignment from athletic director to
24 classroom teacher and your position that, you know, you
25 had a right to make -- to remain as athletic director in

1 **A.** No, sir.

2 **Q.** You had not. Okay.

3 Then exhibit -- Defendant's Exhibit 3, I'll
4 hand that to you.

5 (Exhibit Number 3 marked.)

6 **Q.** (BY MR. SAFI) And this is the letter to you
7 from Superintendent McEntire advising you of the
8 proposed nonrenewal of your employment. Is that right?

9 **A.** Yes.

10 **Q.** Okay. And the -- the reason listed was
11 disability not otherwise protected by law that prevents
12 the employee from performing the essential -- essential
13 functions of the job. Is that right?

14 **A.** That's correct.

15 **Q.** Okay. And also attached to that, it said that
16 attached was board policies DFBB local legal and the
17 second page of that exhibit -- attached -- it said --
18 the letter said that attached were board policies DFBB.

19 And on the second page of the exhibit,
20 did -- is -- is that your signature, sir, on the second
21 page of that exhibit?

22 **A.** Yes. Yes, sir.

23 **Q.** It is. Okay.

24 And I'll hand you what's been marked as
25 Defendant's Exhibit 6.

1 (Exhibit Number 6 marked.)

2 Q. (BY MR. SAFI) And you recognize that as
3 Presidio ISD board policy DFBB local?

4 A. Yes.

5 Q. Okay. And on page 2, item 19 reads:
6 Disability not otherwise protected by law that prevents
7 the employee from performing the essential functions of
8 the job.

9 Is that right?

10 A. That's right.

11 Q. Okay. And so you understood that that was the
12 reason for the proposed nonrenewal. Is that right?

13 A. Yes, sir.

14 Q. Okay. Then I'll hand you what's been marked as
15 Defendant's Exhibit 4 and was Exhibit 4 at the
16 nonrenewal hearing.

17 (Exhibit Number 4 marked.)

18 Q. (BY MR. SAFI) And this is a letter from Tony
19 Conners, is that correct, to the district requesting a
20 hearing and also requesting various items of
21 information. Is that right?

22 A. Yes, sir.

23 Q. Okay. And Mr. Conners by this point, by May
24 12th, 2016, he was representing you. Is that right?

25 A. Yes, sir.

1 Q. Okay. Did his representation come through your
2 membership with ATPE?

3 A. Yes, sir.

4 Q. It did. Okay.

5 Now, that -- the hearing that -- and
6 this is -- the letter's in May. Do you recall the
7 hearing wasn't until October. Is that right?

8 A. October, yes, sir.

9 Q. Okay. And part of the reason for that delay
10 was to give you the opportunity to get back down to
11 MD Anderson and get updated information from your --
12 from your doctors. Is that right?

13 A. Yes, sir.

14 Q. Okay. And I'll hand you what's been marked as
15 Exhibit 43.

16 (Exhibit Number 43 marked.)

17 Q. (BY MR. SAFI) And again, these are -- Exhibit
18 43, I'll represent to you, are pages that are marked
19 Armendariz/Presidio 0494 through 0501 that was produced
20 by your attorney.

21 A. Uh-huh.

22 Q. They're paginated by MD Anderson as pages 270
23 through 277 of their records. And these would appear to
24 be some records that are during the 2016 time frame.
25 The very first page indicates January 19, 2016, the very

1 **A.** No, sir.

2 **Q.** -- my ques- --

3 Okay. You didn't ever provide that.

4 **A.** No, sir.

5 **Q.** Okay. And then on October 12 of 2016, you had
6 the nonrenewal hearing. Is that right?

7 **A.** Yes.

8 **Q.** And that was a hearing before the board of
9 trustees?

10 **A.** Yes, sir.

11 **Q.** You were represented by Mr. Conners?

12 **A.** That's correct.

13 **Q.** The school district was represented by
14 Mr. Baskind?

15 **A.** Yes, sir.

16 **Q.** Who's now deceased.

17 **A.** Yes.

18 **Q.** And you testified at the hearing?

19 **A.** Yes.

20 **Q.** And Mr. Armendariz -- I mean Mr. Lujan
21 testified.

22 **A.** Yes.

23 **Q.** And Superintendent McEntire, he testified as
24 well. Is that right?

25 **A.** Yes.

1 Q. And the various exhibits were admitted into
2 evidence. Is that right?

3 A. Yes.

4 Q. And we've covered most, if not all of them,
5 here so far today. Is that right?

6 A. Yes.

7 Q. And Mr. Conners was able to cross-examine
8 Mr. Lujan and Superintendent McEntire. Is that right?

9 A. Yes.

10 Q. And Mr. Baskind was able to cross-examine you
11 as well?

12 A. Yes.

13 Q. And that was in addition to Mr. Conners'
14 examination -- direct examination of you?

15 A. Yes.

16 Q. Okay. And the board made a decision that's --
17 that day. Is that right?

18 A. Yes.

19 Q. And were you present in the board room when
20 the -- when they announced their decision?

21 A. Yes.

22 Q. Okay. I'll hand you what's been marked as
23 exhibit -- Defendant's Exhibit 44.

24 (Exhibit Number 44 marked.)

25 Q. (BY MR. SAFI) And ask you if that accurately

1 reflects the decision of the board of trustees.

2 A. Yes.

3 Q. All right. Now -- and then as we've discussed
4 that, you did not appeal that decision through the
5 commissioner of education.

6 A. No, sir.

7 Q. Okay. Now, prior to that decision, you had
8 contacted TRS about a disability retirement. Right?

9 A. I contacted to check on my use of services over
10 there, yes, to get a format just like a paperwork to see
11 how -- how it looked.

12 Q. Hand you what's been marked as exhibit --
13 Defendant's Exhibit 47.

14 (Exhibit Number 47 marked.)

15 Q. (BY MR. SAFI) And this I'll represent to you
16 this came to me from Mr. Wenke and this was not stamped
17 with numbers. It was part of the materials that
18 Mr. Wenke stated had been furnished to Dr. Schauer, your
19 expert witness, for his review.

20 A. Okay.

21 Q. And that's how it came into my possession.

22 And this is a letter to you from TRS dated
23 August 23, 2016. Is that right?

24 A. Yes.

25 Q. All right. And -- and it says in the second

1 but whether or not I have, I would like to see it.

2 MR. WENKE: Okay.

3 Q. (BY MR. SAFI) All right, Mr. Armendariz, now,
4 what -- something you did do after your -- the board
5 voted on the nonrenewal of your employment, you did file
6 a charge of discrimination with the EEOC. Is that
7 right?

8 A. That's correct.

9 Q. Okay. And do you recall the date of that being
10 October 22, 2016?

11 A. I can't recall exactly, but yes.

12 Q. I don't need to make this an exhibit, but
13 I'll -- I'll show you what appears to be the charge of
14 discrimination and see if that refreshes your
15 recollection.

16 A. Yes.

17 Q. And is the date on than October 22, 2016?

18 A. That is correct.

19 Q. Okay. And then do you recall after -- at some
20 point Mr. Wenke started representing you. Is that
21 right?

22 A. That's correct.

23 Q. And then after he started representing you, you
24 filed an amended charge of discrimination. Do you
25 recall that?

1 **A.** The thing is I have -- I have like a rental
2 apartments.

3 **Q.** Okay.

4 **A.** And I buy and sell vehicles.

5 **Q.** Okay. We're about out of time on this tape so
6 why don't we go ahead and take a break and we'll pick up
7 there. Okay?

8 **A.** All right.

9 MR. SAFI: Thank you.

10 THE VIDEOGRAPHER: Okay. This is the end
11 of DVD number 4. We're off record at 2:26 p.m.

12 (Recess.)

13 THE VIDEOGRAPHER: Okay. We're beginning
14 DVD number 5 in the deposition of Mr. Jose Armendariz.
15 We are back on record at 2:52 p.m.

16 **Q.** (BY MR. SAFI) Mr. Armendariz, Anthony Safi
17 again. During the break you produced the -- your old
18 cell phone and it had the text message that we discussed
19 earlier from June of 2015 from Mr. McEntire. Is that
20 right?

21 **A.** Yes, sir.

22 **Q.** Okay. And if you could pull that up and read
23 along with me, I'm going to read it.

24 Let me know when you have it, sir.

25 **A.** Okay.

1 Q. Okay. It reads, from Mr. McEntire: Pino,
2 there is a change in the athletic structure --
3 structure. Your teaching contract for next year has
4 been renewed. See Mr. Lujan for details.

5 And it's dated Thursday, June 18, 3:15 p.m.
6 Is that right?

7 A. That's correct.

8 Q. All right. Thank you. Thank you for producing
9 that.

10 Okay, Mr. Armendariz, we were talking about
11 the businesses that you have now and you mentioned the
12 Southwest Cement Mix & Construction Company and then
13 also -- and, you know, we did not -- we haven't made a
14 copy of the 2017 tax return. But I'll -- I'll look at
15 that in a minute.

16 MR. SAFI: Actually, can we go off the
17 record for just a second?

18 THE VIDEOGRAPHER: We're off record at 2 --
19 2:54 p.m.

20 (Off the record.)

21 THE VIDEOGRAPHER: Okay. We're back on
22 record at 2:54 p.m.

23 MR. SAFI: Thank you.

24 Q. (BY MR. SAFI) Mr. Armendariz, we mentioned
25 that you still have Southwest Cement Mix & Construction

**PRESIDIO INDEPENDENT SCHOOL DISTRICT
MINUTES OF A REGULAR MEETING
OF THE BOARD OF TRUSTEES
Administration Building Board Room
April 27, 2016
6:30 P.M.**

The Board President, Helio Franco, called the meeting to order at 6:30 p.m. Board members Velva Saenz, Hugo Ramos, Alfredo P. Muniz, Carlos E. Nieto, MPH and Fidel Bacza.

Members Absent: Ethel Barriga

Staff present: Dennis McEntire, Superintendent; Santos Lujan, High School Principal; Dimitri Garcia, ECHS Administrator; John Ferguson, High School Counselor and Rebecca Coffman, Administrative Assistant.

PLEDGE OF ALLEGIANCE AND PRAYER: John Ferguson led the Pledge of Allegiance and the Texas flag. Dennis McEntire and offered the invocation.

ANNOUNCEMENT BY THE BOARD PRESIDENT, HELIO FRANCO: Notice of this meeting has been posted in accordance with the Texas Open Meetings Act, Section 551.043 of the Texas Government Code.

APPROVED THE MINUTES OF THE REGULAR MEETING HELD ON MARCH 23, 2016: Carlos Nieto moved to approve the minutes of March 23, 2016 as amended. Alfredo Muniz seconded the motion. Motion carried 6-0.

RECOGNITIONS: THE SCHOOL BOARD RECOGNIZED THE FOLLOWING INDIVIDUALS AND / OR GROUPS:

- Mr. Nieto, Chairman of Presidio County Appraisal District (PCAD) to acknowledge that the PCAD has facilitated a homestead exemption of 20% for Presidio County homestead owners and for 65 and over a \$25,000.00 exemption. The board recognizes the elected county officials for their unanimous approval of this benefit for our taxpayers.

OPEN FORUM -- PUBLIC PARTICIPATION: No one registered to address the board. No action required, none taken.
We greatly appreciate those individuals who have requested to speak to the Board during Open Forum. We are bound by certain time constraints in order to cover all the items on the agenda, and therefore, must limit presentations to five minutes.

EXHIBIT 1



Please respect the rights of others in your presentation. Presenters should not be disrespectful, use inappropriate language or be insulting to persons who do not have an opportunity to respond. The Board may only listen to presentations. It cannot respond, engage in discussions, or answer questions from presenters and cannot take action upon any matter presented in Open Forum. But, we will give all presentations our serious consideration. Thank you.

INFORMATION UPDATE ON GRADUATION PLANS FOR MAY 2016- INCLUDING CLASS OF 2016 DATA, CPR/FIRST AID, TOTAL OF COLLEGE HOURS EARNED IN FOUR YEARS: Santos Lujan, PHS Principal, Dimitri Garcia, ECHS Administrator and John Ferguson, PHS Counselor provided handouts over graduation program and a status report on seniors. No action required, none taken.

DISCUSSION AND CONSIDERATION OF INVESTMENT REPORT: Mr. Nieto moved that the Investment report be approved as presented. Mr. Muniz seconded the motion. Motion carried 6-0.

DISCUSSION AND CONSIDERATION OF A NEW AUDITING CONTRACT: Mr. Nieto moved to accept the bid from Bolinger, Segars, Gilbert and Moss, L.L.P. for external auditing services for the 2015 - 2016 fiscal year. Velva Saenz seconded the motion. Motion carried 6-0.

DISCUSSION AND CONSIDERATION TO AUTHORIZE FORMATION OF TEXAS NONPROFIT CORPORATION TO SERVE AS EDUCATION FOUNDATION TO BE KNOWN AS PRESIDIO ISD EDUCATION FOUNDATION: Mr. Nieto moved to authorize the formation a Texas Nonprofit Corporation known as the Presidio ISD Education Foundation, approve the Certificate of Formation and By-laws of the Education Foundation, and appoint 1. Hugo Ramos, 2. Carlos E. Nieto, 3. Rogelio Zubia as the initial Board of Directors, and authorize the Presidio ISD school Attorney, Larry Baskind and Superintendent McEntire to file the application with the State of Texas. Mr. Muniz seconded the motion. Motion carried 6-0.

CLOSED MEETING: The Board entered into closed session pursuant to the Open Meetings Act, Texas Government Code, Section 551.074 at 7:07 p.m. The Board ended its closed meeting at 9:08 p.m. The following actions were taken in subsequent open meeting.

1. Personnel Concerns
2. Proposed Notice of Intent to non-renew term contract teachers

DISCUSSION AND CONSIDERATION OF HIRING AN ELEMENTARY ART TEACHER AS PRESENTED: Mr. Nieto moved to hire elementary Art teacher as presented. Mr. Muniz seconded the motion. Motion carried 6-0.

DISCUSSION AND CONSIDERATION OF APPROVING ADMINISTRATOR CONTRACTS:

Mr. Nieto moved to renew central office administrator contracts for a two year term through the 2017-2018 school year and apply the same terms to all administrative contracts to include counselors. Ms. Saenz seconded the motion. Motion carried 6-0.

DISCUSSION AND CONSIDERATION OF AUTHORIZING NOTICE OF PROPOSED NON-RENEWAL TO TERM CONTRACT TEACHERS:

Hugo Ramos moved that the school district adopt the attached resolution to give notice of proposed nonrenewal to Jose Armendariz. Ms. Saenz seconded the motion. Motion carried 5-1.

Mr. Muniz moved to renew the contract of Senia Armendariz as a one year probationary contract. Mr. Nieto seconded the motion. Motion did not pass: 3-3.

Mr. Muniz moved to table the agenda item concerning Senia Armendariz contract for a special meeting. Fidel Baeza seconded the motion. Motion carried 6-0.

DISCUSSION AND CONSIDERATION OF TERMINATION OF AN ELEMENTARY AIDE:

Mr. Ramos moved to continue the employment of Juan Dominguez on a probationary status. Mr. Baeza seconded the motion. Motion carried 6-0.

DISCUSSION AND CONSIDERATION OF EMPLOYING IAN DOLINO AND JUAN SAENZ AS FACILITATORS FOR THE REMAINDER OF THE 2016 SCHOOL YEAR:

Mr. Nieto moved to approve the contracts of central office administrators as recommended. Mr. Muniz seconded the motion. Motion carried 6-0.

DISCUSSION AND CONSIDERATION OF DONATION OF DAYS BY RETIRING TEACHERS:

Mr. Nieto moved to table the sick leave pool by retiring teachers until more information will be provided. Mr. Baeza seconded the motion. Motion carried 6-0.

DISCUSSION AND CONSIDERATION OF TASB LOCALIZED UPDATE 104:

Mr. Nieto moved that the Board add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the instruction Sheet for TASB Localized Policy Manual Update 104. Ms. Saenz seconded the motion. Motion carried 6-0.

DISCUSSION AND CONSIDERATION OF REVISION TO THE SCHOOL CALENDAR FOR 2016-2017:

Mr. Ramos moved to approve the 2016-2017 school calendar as created by the recommended by the District Wide School Improvement Council and the Superintendent. Mr. Nieto seconded the motion. Motion carried 6-0.

DISCUSSION AND CONSIDERATION OF BOARD TRAVEL:

Mr. Nieto moved to approve Board Travel as presented and cleared through the superintendent's office. Mr. Baeza seconded the motion. Motion carried 6-0.

SUPERINTENDENT'S REPORT:

A. Travel:

1. **Superintendent Travel:** Superintendent traveled to Midland for the TASA meeting, Presented to the College Board in New York, Blue Origin Space Launch facility north of Van Horn with PHS students and District Superintendent Education Summit at SRSU.
2. **Board Travel:** None at this time.

B. Attendance and Enrollment: Attendance and enrollment continues to remain stable at 1,323.5 students. The data is attached.

C. Superintendent's additional days: Superintendent used two days of the twenty extra days in his contract.

ADJOURNMENT:

There being no further business, the meeting adjourned at 9:56 p.m. Mr. Nieto made the motion to adjourn. Mr. Baeza seconded the motion. Motion carried 6-0.

Presidio ISD Board President

Presidio ISD Board Secretary

RESOLUTION

RESOLVED, that notice be given to JOSE ARMENDARIZ of proposed non-renewal of his term contract for one or more of the following reasons, any one of which constitutes grounds for non-renewal;

1. Disability not otherwise protected by law that prevents the employee from performing the essential functions of the job.

RESOLVED, that the notice of proposed non-renewal to JOSE ARMENDARIZ include the following:

- a. That the notice of the proposed non-renewal of Contract be given in accordance with the provisions of the Texas Education Code and Board policy,
- b. That JOSE ARMENDARIZ be advised of his right to contest the proposed non-renewal by requesting a hearing in writing before the Board within 15 calendar days of receipt of this notice,
- c. That JOSE ARMENDARIZ be advised of the procedures for the conduct of the hearing and the rights which will be afforded him at the hearing, and
- d. That JOSE ARMENDARIZ be advised that the Board will act on the proposed non-renewal if no hearing is requested.

BE IT FURTHER RESOLVED, that the Superintendent is authorized to provide the notice for proposed nonrenewal to JOSE ARMENDARIZ.

APPROVED on this 27 day of April, 2016.


HELIO FRANCO, President
Board of Trustees

EXHIBIT 2



Feb 02 2017 12:03AM HP FaxAmistad Loan 14322292436

page 8

**PRESIDIO INDEPENDENT SCHOOL DISTRICT**

Presidio Independent School District does not discriminate on the basis of race, color, gender, national origin, disability or age in its programs and activities.

Dennis McEntire
Superintendent

Helio Franco
Board President

Hugo Ramos
Vice President

Ethel Barriga
Secretary

Carlos E. Nieto
Member

Yolva Saenz
Member

Alfredo P. Muniz
Member

Fidel Baczu
Member

...

P.O. Box 1401
Presidio, Texas 79845

701 E. Market Street
Presidio, Texas 79845

(432) 239-3275

Fax (432) 239-4238

April 29, 2016

Mr. Jose Armendariz
101 E. Market St
PO Box 1834
Presidio, Texas 79845

NOTICE OF PROPOSED NON-RENEWAL

Dear Mr. Armendariz:

You are hereby notified that the Presidio Independent School District Board of Trustees in a lawfully called meeting of the Board on April 27, 2016 authorized that you be given notice of proposed non-renewal of your Term Contract. This notice is given to you pursuant to the provisions of Section 21.206, Texas Education Code.

The proposed non-renewal of your Term Contract is based upon the following reasons:

1. Disability not otherwise protected by law that prevents the employee from performing the essential functions of the job.

If you desire a hearing before the Board of Trustees to contest the proposed action, you must request it in writing within 15 calendar days after receiving this notice. If you fail to make a timely request for a hearing, the Board may proceed to make a determination on the proposed non-renewal without hearing.

If you request a hearing, you will be given the opportunity to present evidence and witnesses, cross-examine any adverse witnesses presented in support of the proposed non-renewal, and to be represented by an attorney or representative of your choice.

Attached to this notice is a copy of Board Policies DFBB Local and DFBB Legal, containing the procedures to be followed with respect to this proceeding.

If you any questions concerning this matter, please contact the Superintendent's Office.

Respectfully submitted,

DENNIS MCENTIRE
Superintendent

EXHIBIT 3

**DEFENDANT'S
EXHIBIT**

3

ARMENDARIZ/PRESIDIO 009



PRESIDIO INDEPENDENT SCHOOL DISTRICT

Presidio Independent School District does not discriminate on the basis of race, color, gender, national origin, disability or age in its programs and activities.

Dennis McEndre
Superintendent

Acknowledgement of Receipt of Notice

Helio Franco
Board President

Hugo Ramos
Vice President

Ethel Barriga
Secretary

Carlos E. Nieto
Member

Velva Spenz
Member

Alfredo P. Muniz
Member

Fidel Bacza
Member

I, Jose Armendariz acknowledge that I received a hand delivered notice of intent to non-renew on April 29, 2016.

This notice was delivered personally to Jose Armendariz on April 29, 2016

by Joel Nunez an officer of the Presidio ISD Department of Public Safety

Joel Nunez

P.O. Box 1401
Presidio, Texas 79845

701 E. Market Street
Presidio, Texas 79845

(432) 229-3275

Fax (432) 229-4228

Feb 02 2017 12:04AM HP FaxAmistad Loan 14322292436

page 10

May 12 16 09:46a

Tony Conners

(512) 524-0070

p.2

Tony Conners

Attorney at Law
 3112 Windsor Road, Suite A, #315
 Austin, Texas 78703
www.tonyconnerslaw.com

(512) 626-7469 Phone
 (512) 524-0070 Facsimile

Email:

tony@tonyconnerslaw.com

May 12, 2016

VIA FACSIMILE (432) 229-4228 AND
 EMAIL dmcintire@presidio-isd.net

Board of Trustees
 c/o Dennis McEntire, Superintendent
 Presidio ISD
 P O Box 1401
 Presidio, TX 79845-1401

Re: Request for Hearing
Jose Armendariz/Presidio Independent School District

Dear Board of Trustees:

I represent Mr. Jose Armendariz in connection with his employment with Presidio Independent School District. On behalf of Mr. Armendariz, I hereby request a hearing before the school board with regard to his proposed term contract non-renewal.

As Mr. Armendariz's attorney and pursuant to the Texas Public Information Act, I request the following information from you as the representative of Presidio ISD.:

1. Each and every contract of employment between Mr. Armendariz and Presidio Independent School District.
2. A copy of the district's current organizational chart.
3. Each and every document (including email) relating to, or reflecting the administration's decision to recommend the non-renewal of Mr. Armendariz or his current position.
4. A copy of Mr. Armendariz's assignments and duties for this and last school year.
5. Any and all policies, procedures, guidelines, and/or official directives that were used or followed for the proposed non-renewal of Mr. Armendariz.
6. Any and all documents supporting and/or relating to the alleged existence of "good cause" for the non-renewal of Mr. Armendariz.

EXHIBIT 4

MAY-12-2016 08:45

From: 512 524 0070

ID: Baskind & Hosford

Page: 002

R: 94%

ARMENDARIZ/PRESIDIO 0011

May 12 16 09:46a

Tony Conners

(512) 524-0070

p.3

Board of Trustees
c/o Dennis McEntire, Superintendent
Presidio ISD
May 12, 2016
Page - 2 -

7. A copy of Mr. Armendariz's complete personnel files, including copies of all appraisals, evaluations, and supporting documentation.
8. A copy of any written statement, declaration, or admission by Mr. Armendariz or his agents or representatives relating to the facts, issues, claims, or defenses in the upcoming hearing concerning the proposed non-renewal of Mr. Armendariz.
9. Any and all documents (including emails) reflecting each and every complaint or concern raised or made against Mr. Armendariz while he was employed at the Presidio Independent School District.
10. Each and every board policy, procedure, guideline, directive or administrative regulation that Mr. Armendariz allegedly violated, that forms the basis for proposing his nonrenewal.
11. Each and every document (including email) reflecting and/or relating to the decision to propose the non-renewal of Mr. Armendariz's contract.
12. Each and every document (including email) reflecting and/or relating to any employment disciplinary action taken against Mr. Armendariz while he was employed at the Presidio ISD.
13. Each and every document (including email) reflecting and/or relating to the decision to propose the non-renewal of Mr. Armendariz at the end of the 2015-2016 school year.
14. Each and every policy, procedure, or guideline establishing the process for determining which employee should be proposed for nonrenewal.
15. A copy of the district's current employment policies and procedures.
16. A copy of the district's current employee handbook.
17. A copy of any and all documents (including email) sent or provided to the superintendent of schools regarding Mr. Armendariz and the incidents forming the basis of Mr. Armendariz's proposed nonrenewal.
18. A copy of any and all documents (including email) sent or produced or provided to the board of trustees regarding Mr. Armendariz and the incidents forming the basis of his proposed non-renewal.

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page 12

May 12 16 09:47a

Tony Connors

(512) 524-0070

p.4

Board of Trustees
 c/o Dennis McEntire, Superintendent
 Presidio ISD
 May 12, 2016
 Page - 3 -

19. A copy of the tape recording and the official board minutes of the school board's open meeting consideration decision to accept the superintendent's recommendation to propose Mr. Armendariz's non-renewal at the end of the 2015-2016 school year.
20. A copy of Mr. Armendariz's job description for the positions that he held for the 2015-2016 school year, as well as the preceding two school years.
21. A copy of the agenda and notice for school board meeting(s) in which the school board considered and decided to propose the non-renewal of Mr. Armendariz at the end of the 2015-2016 school year.
22. A copy of any and all documents or exhibits that the administration plans to use at the upcoming hearing to address Mr. Armendariz's proposed non-renewal at the end of the 2015-2016 school year.
23. Any and all documents supporting and/or relating to the following reasons given for proposing the nonrenewal of Mr. Armendariz's contract at the end of this school year.
 - "1. Disability not otherwise protected by law that prevents the employee from performing the essential functions of the job."

See, April 29, 2016 "Notice" letter, from Dennis McEntire, Superintendent.
24. Any documents (including emails) reflecting and/or relating to information about Mr. Armendariz's medical condition, treatment, and/or limitations.
25. Any documents (including emails) reflecting and/or relating to consideration and provision of accommodations for Mr. Armendariz.
26. Any demands, complaints, and/or grievances filed by Mr. Armendariz and/or his representative in the past two years.

As you know, the Texas Public Information Act requires prompt attention (i.e., generally within 10 days). Furthermore, this act covers e-mails as well. Under § 552.021, Mr. Armendariz has special access to information relating to him.

I will pay appropriate costs for responding to these requests. If you have any questions or concerns about these requests, please advise.

In addition to the above requests, I also request that the following be provided to me prior to the non-renewal hearing with sufficient time that will us a reasonable opportunity to adequately prepare for this hearing:

MAY-12-2016 08:46

From: 512 524 0070

ID: Baskind & Mosford

Page: 004

R: 99%

ARMENDARIZ/PRESIDIO 0013

Feb 02 2017 12:05AM HP FaxAmistad Loan 14322292436

page 13

May 12 16 09:47a

Tony Conners

(512) 524-0070

p.5

Board of Trustees
c/o Dennis McEntire, Superintendent
Presidio ISD
May 12, 2016
Page - 4 -

1. A copy of all documents that might be submitted at the hearing in support of the non-renewal; if not provided in response to the above requests under the Texas Public Information Act;
2. A list of all persons who might be called as witnesses at the hearing in support of the non-renewal and a description of each instant or occurrence about which each significant witness will testify; and
3. A reasonable description of the factual basis for proposing Mr. Armendariz's non-renewal, including his specific conduct that supports the allegations of misconduct and/or incompetence.

I make this request consistent with the requirements of due process because the Notice provides no factual basis behind the proposed non-renewal. In other words, this notice is legally insufficient and violates Mr. Armendariz's due process rights. If there are any problems with these additional requests, please advise me. Otherwise, I look forward to receiving this information in the near future.

We look forward to hearing from you. We appreciate your cooperation and professional courtesies.

Sincerely,



Tony Conners

TC/rv

cc: Larry Baskind (Via facsimile 915.533.5021 and email lbaskind@bjs-ep.com)
Client (via email)

MAY-12-2016 08:47

From: 512 524 0070

ID: Baskind & Hosford

Page: 005

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ARMENDARIZ/PRESIDIO 0014

**PRESIDIO INDEPENDENT SCHOOL DISTRICT
MINUTES OF A REGULAR MEETING
OF THE BOARD OF TRUSTEES
Administration Building Board Room
June 17, 2015
6:30 P.M.**

The Board President, Hugo Ramos, called the meeting to order at 6:32 p.m. Board members Velva Saenz, Ethel Barriga, Helio Franco and Fidel Baeza were present.

Members Absent: Carlos E. Nieto, Alfredo P. Muniz

Staff present: Dennis McEntire, Superintendent; Leticia Tharp, Data Clerk/Notary.

PLEDGE OF ALLEGIANCE AND PRAYER: High school students led the pledge of allegiance and the Texas flag pledge. Dennis McEntire offered the invocation.

ANNOUNCEMENT BY THE BOARD PRESIDENT, HUGO RAMOS.: Notice of this meeting has been posted in accordance with the Texas Open Meetings Act, Section 551.043 of the Texas Government Code.

ADMINISTER OATH OF OFFICE TO NEWLY ELECTED TRUSTEES: Recently elected trustee Hugo Ramos, Ethel Barriga and Fidel Baeza were administered the oath of office by Leticia Tharp, Notary Public.

ELECTION OF OFFICERS FOR NEW TERM: Velva Saenz made the motion to approve the election of the following officers, Mr. Helio Franco, President, Mr. Hugo Ramos, Vice President; and Ms. Ethel Barriga, Secretary. Fidel Baeza seconded the motion. Motion carried 5-0.

APPROVED THE MINUTES OF THE REGULAR MEETING HELD ON MAY 20, 2015: Hugo Ramos moved to approve the minutes of the regular meeting of the Board of Trustees held on May 20, 2015, as presented. Ethel Barriga seconded the motion. Motion carried 5-0.

APPROVED THE MINUTES OF THE SPECIAL MEETING HELD ON MAY 27, 2015: Ms. Barriga moved to approve the minutes of the special meeting of the Board of Trustees held on May 27, 2015, as presented. Mr. Ramos seconded the motion. Motion carried 5-0.

EXHIBIT 5



ARMENDARIZ/PRESIDIO 0015

THE SCHOOL BOARD RECOGNIZED THE FOLLOWING INDIVIDUALS AND / OR GROUPS: Carmen Rubner, Technology Director, introduced the PHS students who attended the first annual technology camp supported by a consortium of four private technology companies. The students gave a presentation to the board outlining what they learned and accomplished in the week long seminar series.

OPEN FORUM – PUBLIC PARTICIPATION: Christina Becker, Relay for Life Coordinator for Presidio County, invited the board to participate in the first ever Relay for Life to be held in Presidio on October 2, 2015. No action required, none taken.

We greatly appreciate those individuals who have requested to speak to the Board during Open Forum. We are bound by certain time constraints in order to cover all the items on the agenda, and therefore, must limit presentations to five minutes.

Please respect the rights of others in your presentation. Presenters should not be disrespectful, use inappropriate language or be insulting to persons who do not have an opportunity to respond. The Board may only listen to presentations.

It cannot respond, engage in discussions, or answer questions from presenters and cannot take action upon any matter presented in Open Forum. But, we will give all presentations our serious consideration. Thank you.

INFORMATION UPDATE ON THE CONTINUOUS CLASSROOM IMPROVEMENT INITIATIVE/2015 PRELIMINARY STARR RESULTS:

Mr. McEntire reported out on the STARR assessment results. He noted these were unofficial and were considered by TEA to be not for distribution. Preliminary scores look good. No action required, none taken.

INFORMATION UPDATE ON REVIEWING AUDITS: Mr. McEntire provided the audits that have been conducted this year and the results available to date. He noted that all the TEA audits were being complimentary. No action required, none taken.

DISCUSSION AND CONSIDERATION OF PARTICIPATION IN THE REGION 18 EDUCATION SERVICE CENTER PURCHASING COOPERATIVE DURING SCHOOL YEAR 2015-2016: Mr. Ramos moved that Presidio ISD continue participation in the Region 18 Education Service Center Purchasing Cooperative during school year 2015-2016. Ms. Barriga seconded the motion. Motion carried 5-0.

DISCUSSION AND CONSIDERATION OF THE BOARD REVIEW OF THE PISD INVESTMENT PROGRAM: Ms. Barriga moved to adopt the resolution of the board regarding Review of the Investment Program as presented. Mr. Ramos seconded the motion. Motion carried 5-0.

DISCUSSION AND CONSIDERATION OF APPROVING THE RESOLUTION AND INVESTMENT SOURCES: Mr. Ramos moved to adopt the Resolution of the Board regarding the approval of Investment Sources. Ms. Barriga seconded the motion. Motion carried 5-0.

CLOSED MEETING: The Board entered into closed session pursuant to the Open Meetings Act, Texas Government Code, Section 551.074 at 7:38 p.m. The Board ended its closed meeting at 8:34 p.m. The following actions were taken in subsequent open meeting.

A. Discuss Personnel Concerns

1. Central office
2. Athletic structure

DISCUSSION AND CONSIDERATION OF ITEMS DISCUSSED IN CLOSED SESSION: Hugo Ramos moved to eliminate the athletic director position from the district organization structure and replace it with a male athletic coordinator and a female athletic coordinator with the understanding that all coaching positions are teaching positions. Velva Saenz seconded the motion. Motion carried 4 – 1.

DISCUSSION AND CONSIDERATION OF TASB LOCALIZED UPDATE 102: Ms. Barriga move that the Board add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the instruction Sheet for TASB Localized Policy Manual Update 102. Ms. Saenz seconded the motion. Motion carried 5-0.

DISCUSSION AND CONSIDERATION OF SUPERINTENDENT OUT OF STATE TRAVEL: Ms. Saenz moved to authorize the superintendent to accept the invitations to the national forums as requested on a trip by trip basis. Mr. Ramos seconded the motion. Motion carried 5-0.

DISCUSSION AND CONSIDERATION OF NOMINATION FOR THE TASB BOARD OF DIRECTORS FOR REGION 18: No action taken or motion made.

DISCUSSION AND CONSIDERATION OF TASB ADVOCACY RESOLUTION: Mr. Ramos moved to adopt the advocacy resolutions to TASB as outlined in the resolution. Ms. Barriga seconded the motion. Motion carried 5-0.

DISCUSSION AND CONSIDERATION OF SETTING A DATE FOR A BOARD BUDGET SESSION AND DATE TO SET DISTRICT GOALS AND THE REQUIRED BOARD REVIEW OF THE 84TH LEGISLATIVE SESSION OUTCOMES: Hugo Ramos moved to set July 10th 2015 at 5:00 P.M. for the required Team of 8 training by Region 18 and August 1, 2015 for the 2015-2016 budget workshop and legislative update. Ethel Barriga seconded the motion. Motion carried 5-0.

DISCUSSION AND CONSIDERATION OF SETTING A DATE FOR A BUDGET WORKSHOP. Item died for lack of a motion. No action taken.

DISCUSSION AND CONSIDERATION OF BOARD TRAVEL: Mr. Ramos moved to approve board travel as presented. Ms. Barriga seconded the motion. Motion carried 5-0.

BOARD PRESIDENT'S REPORT: Newly elected Board President thanked everyone for electing him. Everybody knows me. We will keep going forward. If we do the right things that are best for kids we will keep making progress.

SUPERINTENDENT'S REPORT:

A. Safety and security concerns: We have had a relatively uneventful year with very few discipline problems.

B. Travel

1. Superintendent's travel: No travel for the month.

2. Board travel: Board members attended the Summer Leadership Institute. Mr. Nieto stayed two days to work with attorneys on District property value issues in both cleaning up the silver mine fiasco and the projected value impact of the natural gas pipeline.

C. Attendance and enrollment: We are down about 80 students over the last 4 years but the trend is expected to reverse.

D. Superintendent's additional days: Superintendent has used

E. District concerns: We have to begin preparing now for the state funding cuts that will come in 2017. The projection at this time is a 1.7 million per year cut in state funding due to the sunset of the ASATR and subsequent lack of action by the Texas Legislature.

ADJOURNMENT:

There being no further business, the meeting adjourned at 9:26 p.m. Ms. Barriga made the motion to adjourn. Mr. Ramos seconded the motion. Motion carried 5-0.

Presidio ISD Board President

Presidio ISD Board Secretary

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REASONS

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, national origin, disability, or age. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
11. A decision by a campus intervention team that the employee not be retained at a reconstituted campus. [See AIC]
12. The employee is not retained at a campus that has been re-purposed in accordance with law. [See AIC]
13. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
14. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
15. Failure to meet the District's standards of professional conduct.

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EXHIBIT 6

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(LOCAL)

16. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
17. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
18. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
19. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
20. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, and community, impairs or diminishes the employee's effectiveness in the District.
21. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
22. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
23. A significant lack of student progress attributable to the educator.
24. Behavior that presents a danger of physical harm to a student or to other individuals.
25. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
26. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
27. Falsification of records or other documents related to the District's activities.
28. Falsification or omission of required information on an employment application.
29. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.

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30. Failure to fulfill requirements for certification, including passing certification examinations required by state law for the employee's assignment.

31. Failure to achieve or maintain "highly qualified" status as required for the employee's assignment.

32. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.

33. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.

34. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.

35. Any reason constituting good cause for terminating the contract during its term.

RECOMMENDATIONS
FROM
ADMINISTRATION

Administrative recommendations for renewal or proposed nonrenewal of professional employee contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

SUPERINTENDENT'S
RECOMMENDATION

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations. If the Board votes to propose nonrenewal for any employees, it shall also decide whether any requested hearing will be conducted by the Board or by an independent hearing examiner.

NOTICE OF
PROPOSED
NONRENEWAL

After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver written notice of proposed nonrenewal in accordance with law.

If the notice of proposed nonrenewal does not contain a statement of the reason or all of the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal, a reasonable time before the hearing.

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Presidio ISD
189902

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NONRENEWAL

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The Board has chosen to designate the type of hearing for proposed nonrenewals on a case-by-case basis. In the notice of proposed nonrenewal, the employee shall receive notice of whether the Board [see REQUEST FOR BOARD HEARING, below] or an independent hearing examiner appointed by the Commissioner [see REQUEST FOR APPOINTMENT OF HEARING EXAMINER, below] will conduct the hearing.

REQUEST FOR
APPOINTMENT OF
HEARING EXAMINER

If the notice of proposed nonrenewal states that the nonrenewal hearing will be conducted by an independent hearing examiner, the employee may request a hearing by filing a written request with the Commissioner of Education, and providing the Board a copy of the request, not later than the 15th day after receiving the notice of the proposed nonrenewal.

HEARING
PROCEDURES

The hearing shall be conducted by an independent hearing examiner in accordance with the process described at DFD.

BOARD DECISION

Following the hearing, the Board shall take appropriate action in accordance with DFD.

REQUEST FOR BOARD
HEARING

If the notice of proposed nonrenewal states that the nonrenewal hearing will be conducted by the Board, the employee may request a hearing by providing written notice to the Board not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

HEARING
PROCEDURES

When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

Unless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.

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2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing, which at a minimum shall consist of an audio tape recording, shall be made.

BOARD DECISION

The Board may consider only evidence presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

NO HEARING

If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

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ADOPTED:

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TERM CONTRACT

Date given Employee 4/8/14
Date returned by Employee 4/18/14

1. **Position.** The District agrees to employ Jose Armendariz (you) as a Athletic Director.
2. **Term.** You will be employed on a 10-month basis for the 2014-15 school year(s), according to the hours and dates set by the District as they exist or may hereafter be amended.
3. **Credentials and Criminal History Review.**
 - 3.1 **Certification.** You agree to provide, before your start date each school year, the certification, service records, documentation of highly-qualified status, licenses, and other records and information required by law, the Texas Education Agency (TEA), the State Board for Educator Certification (SBEC), or the District. You agree to maintain any required certification or license throughout the term of this Contract. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification expires, is canceled, or is revoked, the District may provide you with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
 - 3.2 **Highly Qualified Status.** If you are employed as a classroom teacher, you agree to become and remain "highly qualified," as that term is defined under the No Child Left Behind Act, 20 U.S.C. § 7801(23), and by TEA, to the extent required by law.
 - 3.3 **Criminal History Review.** If required by the District, TEA, or SBEC, you agree to submit to a review of your state or national criminal history record information.
4. **Representations.**
 - 4.1 **Beginning of Contract.** You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(b).
 - 4.2 **During Contract.** You agree that, during the term of this Contract, you will notify the Superintendent in writing of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(b). You agree to provide the notification within seven calendar days or any shorter period specified in Board policy.
 - 4.3 **False Statements and Misrepresentations.** You represent that any required records or information in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by you concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.



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EXHIBIT 7



ARMENDARIZ/PRESIDIO 0024

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TERM CONTRACT**5. Duties.**

5.1 **General Standard.** You agree to perform the duties of your assigned position, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.

5.2 **Rules.** You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter be amended.

5.3 **Assignment/Reassignment.** You understand that the District has the right to assign or reassign you to positions, duties, or additional duties and to make changes in responsibilities, work, or transfers, at any time during this Contract.

5.4 **Supplemental Duty.** You understand that this Contract does not apply to assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If you are assigned to a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

6. Compensation.

6.1 **Salary.** The District shall pay you according to the compensation plan adopted by the Board each school year. Your salary includes consideration for all assigned duties, responsibilities, and tasks, regardless of the actual number of hours or days (including days not designated on the school calendar) that you work during this Contract. Your salary shall be reduced for absences in excess of authorized, paid leave.

6.2 **Furloughs.** If the District implements a furlough under Texas Education Code section 21.4021, your salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.

6.3 **Annualized Salary.** Your salary will be paid out over 12 months, regardless of the work schedule specified in paragraph 2.

6.4 **Incentive and Performance Pay.** If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law, including Texas Education Code chapter 21, subchapter O. An incentive payment is not an entitlement as part of your salary.

6.5 **Overpayments.** You agree that the District may deduct any overpayments under this Contract from one or more of your paychecks.

6.6 **Benefits.** The District shall provide you with benefits as provided by state law and Board policy. The District reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.

7. Other Provisions.

7.1 **Equipment and Reports.** You agree to satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District.



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TERM CONTRACT

7.2 **Special Funding.** If your position is funded by grants, federal funding, or other special funding, you understand that your employment is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal, as applicable.

7.3 **Addenda.** This Contract does/does not (circle one) include one or more Addenda, as follows:

(1) Addendum A: _____

(2) Addendum B: _____

8. **Suspension.** In accordance with Texas Education Code chapter 21, the District may suspend you without pay during the term of this Contract for good cause as determined by the Board.

9. **Termination and Nonrenewal of Contract.**

9.1 **Termination of Contract.** This Contract will terminate, in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that any of the following exists: good cause, financial exigency, or a program change. This Contract will also terminate if you provide written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.210).

9.2 **Nonrenewal.** The District may nonrenew this Contract in accordance with Texas Education Code chapter 21, as applicable, and Board policy.

10. **General Provisions.**

10.1 **Amendment.** This Contract may not be amended unless you and the District agree, in writing, to an amendment.

10.2 **Severability.** If any provision in this Contract is held to be invalid, illegal, or unenforceable, the other provisions of the Contract will remain in full force and effect.

10.3 **Entire Agreement.** This Contract supersedes all existing agreements, verbal and written, between you and the District regarding your employment. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

10.4 **Applicable Law.** Texas law shall govern construction of this Contract.

11. **Notice to Employee.** You agree to keep a current address on file with the District's human resources office. Unless Texas Education Code chapter 21 requires a different notice delivery method, you agree that the District may meet any legal obligation it has to give you written notice regarding your employment by hand-delivering the notice to you or by sending the notice by certified mail, regular mail, and/or express delivery service to your address of record.

12. **Expiration of Offer.** This offer of employment contract shall expire unless you sign and return this Contract, without changes, to the Superintendent on or before _____ (return date). If you are currently employed under a contract with the District and you fail to sign and return this Contract, without changes, by the return date, you shall be deemed to have resigned from employment at the end of your existing contract term.



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TERM CONTRACT

I have read this Contract and agree to abide by its terms and conditions:

Employee: _____

Date signed: _____

Presidio Independent School District

By: _____

Superintendent of Schools

Date signed: _____

07.08.14



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ARMENDARIZ/PRESIDIO 0027

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SBEC Official Record of Educator Certificate

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Texas Educator Certificate
This certifies that
Jose Francisco Armendariz
has fulfilled requirements of state law and regulations of the
State Board for Educator Certification
and is hereby authorized to perform duties as designated below:

PROVISIONAL			
Description	Effective Date	Expiration Date	Status
Secondary Business Administration Grades (6-12)	10/19/1998	Life	<u>Valid</u>

EMERGENCY PERMIT			
Description	Effective Date	Expiration Date	Status
Secondary Business Administration Grades (6-12)	08/12/1996	08/31/1997	<u>Expired</u>

Official Record of Certification
 Tuesday, August 18, 2015
 Close Window

v4.2

<https://pryor.tea.state.tx.us/SBECOnline>

EXHIBIT 8

-26349

8/18/2015



ARMENDARIZ/PRESIDIO 0028

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THE UNIVERSITY OF TEXAS
MD Anderson
Cancer Center

Making Cancer History

Franco DeMonte, MD, FRCSC, FACS
 Professor and Vice Chair
 Mary Bath Pawelek Chair in Neurosurgery
 Medical Director of Brain and Spine Center
 Department of Neurosurgery, Box 442

DATE: September 15, 2015

PATIENT: Jose Armendariz

DOB: 08/19/1972

Cranial Base Surgery
 Neurosurgical Oncology
 (713) 563-8705
 (713) 794-4950 Fax

TO WHOM IT MAY CONCERN:

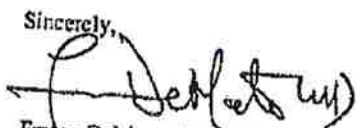
Mr. Jose Armendariz is a patient under my care at the University of Texas MD Anderson Cancer Center in Houston, Texas since May of 2007. He presented to Neurosurgery Clinic with an extensive bifid skull base chordoma for which he underwent resection in November 2007. He then received adjuvant proton radiation in 2008. Unfortunately, he developed significant radiation necrosis of the brainstem and was initially essentially quadriplegic. He was treated with steroids and Avastin therapy. He underwent extensive physical and occupational therapy and subsequently regained minimal strength in his extremities, more so on the right than the left.

Recent evaluation at MD Anderson on 06/23/15, with repeat MRI revealed that the residual clival chordoma is stable and the radiation necrosis has essentially resolved. Additional treatment at this time is not indicated, however we will continue to monitor him closely with serial imaging and evaluations. On physical exam, the patient was alert, engaged, and fully oriented. His speech remains very weak and mildly dysarthric, however intelligible. Mr. Armendariz is unable to ambulate, but can transfer from his wheelchair with the assistance of one person. He is able to use his right hand well, and has minimal use of his left arm. He is able to move his right leg, however, not his left leg. He has spastic tone in all 4 extremities, more prominent on the left than the right. Due to core body and truncal weakness, he has poor sitting balance and tolerance.

Mr. Armendariz is able to engage in fulltime employment consisting of an average workday of 8 or more hours. He is unable to communicate well verbally due to vocal weakness, however he communicates well with writing or typing. Functionally, he is unable to stand, bend, or lift. He requires a wheelchair for mobility and intermittent reclining throughout the day due to poor sitting balance and tolerance.

Please call my office at 713-792-1942 with any questions or concerns regarding this matter.

Sincerely,



Franco DeMonte, M.D., FRCSC, FACS
 Professor of Neurosurgery
 MD Anderson Cancer Center

TAHED

EXHIBIT 9

WJHY

DEFENDANT'S
 EXHIBIT

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ARMENDARIZ/PRESIDIO 0029

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THE UNIVERSITY OF TEXAS
MD Anderson
Cancer Center
 Making Cancer History®

Franco DeMonte, MD, FRCSC, FACS
 Professor and Vice Chair
 Mary Beih Pawelek Chair in Neurosurgery
 Medical Director of Brain and Spine Center
 Department of Neurosurgery, Box 442

Cranial Base Surgery
 Neurosurgical Oncology
 (713) 583-8705
 (713) 794-4950 Fax

June 29, 2016

PATIENT: José Armendariz

DATE OF BIRTH: 08/19/1972

TO WHOM IT MAY CONCERN:

Mr. José Armendariz is a patient under my care at University Texas M.D. Anderson Cancer Center in Houston Texas since May 2007. He presented to neurosurgery clinic with extensive bilateral skull base chordoma for which he underwent resection in November 2007. He then received adjuvant proton radiation in 2008. Unfortunately, he developed significant radiation necrosis of the brainstem and was initially essentially quadriplegic. He was treated with steroids and Avastin therapy. He underwent extensive physical and occupational therapy and subsequently regained strength in his extremities, more on the right than the left.

Today's evaluation at M.D. Anderson, with repeat MRI revealed that the residual clival chordoma has been stable since completion of radiation therapy and the radiation necrosis has resolved. Additional treatment at this time is not indicated, however we will continue to monitor him closely with serial imaging and evaluations. On physical exam, the patient is alert, engaged, and fully oriented. His speech is strong and intelligible. He is unable to walk, but can transfer from his wheelchair with assistance of 1 person. He is able to use his right hand well, and is able to write and type with the right hand. He has some use of his left arm. He is able to move his legs, however has greater strength in his right leg. He has spastic tone in all 4 extremities, more prominent on the left than the right.

Mr. Armendariz is able to engage in full-time appointment consisting of an average work day of 8 or more hours per day. He is able to communicate well verbally, writing, and typing. Functionally, he is unable to stand, bend, or lift.

Please contact my office at 713-792-1942 with any additional questions or concerns regarding this matter.

Sincerely,

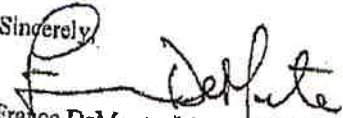

 Franco DeMonte, M.D., FRCSC, FACS
 Professor of Neurosurgery
 UT M.D. Anderson Cancer Center

EXHIBIT 10



ARMENDARIZ/PRESIDIO 0030

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TO: Mr. Dennis McEntire, Superintendent
Mr. Hugo Ramos and the Presidio ISD Board of Trustees
RE: Personnel Recommendation
DATE: June 8, 2015
FROM: Santos L. Lujan, Jr. Presidio High School Principal

It is my formal recommendation that Mr. Jose Armendariz be granted a one year teacher contract extension and be reassigned from his current position as athletic director into other duties at PHS. Possibilities include limited classroom teaching (his medical condition), supervising the business courses teachers and assisting with PHS budget operations. Consideration is necessary whether to maintain his athletic director's stipend in his new assignment. This would be a matter to be considered only with our legal counsel's advisement.

It is my intention to continue with the two current athletic coordinators in place.

EXHIBIT 11



ARMENDARIZ/PRESIDIO 0031

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MEMORANDUM

TO: Mr. Dennis McEntire, Superintendent

RE: Jose Pino Armendariz

FROM: Santos L. Lujan, Jr. *APL*

DATE: December 9, 2015

During early fall, 2014, I met with Mr. Armendariz and recommended that he must make every effort to be physically present during the day at Presidio High School. Previous to this request, Mr. Armendariz was not available on campus. On several occasions, Athletic Coordinator Marco Lujan and I met with Pino at his home regarding athletic department business. Besides the telephone, this was the normal method of communication with Pino. The reason for my request was to motivate Pino to leave the home environment and have interaction with students and staff, thus acclimating him to resume a much more normal work day. Mr. Armendariz agreed to my request and began to spend a few hours on the PHS campus. Normally, he would arrive around 10:00 am and leave the campus between 1:00 and 2:00 pm. His visits usually consisted of strolling the area of the athletic office and the PHS offices.

In January, 2015, I met with Pino for the purpose of informing him that he would better serve the district by assuming a teaching role and actually teach business classes during the day. He informed me that this was not possible due to his disability. He stated that he had no control of his body functions and this would cause embarrassing situations for him. Secondly, he could not remain in his wheelchair for an extended time and would need his personal attendant to look after his needs. Mr. Armendariz also underwent a physical therapy regimen every afternoon.

Based on these reasons, I informed Mr. Armendariz that he would be the supervising teacher for our new business teacher and his role was to monitor and mentor the business classes. Again, Mr. Armendariz reported to the campus for a few hours daily and according to the business teacher, his classroom visits were infrequent.

EXHIBIT 12**DEFENDANT'S
EXHIBIT****12****ARMENDARIZ/PRESIDIO 0032**

PRESIDIO I.S.D.
HR Services**Teacher**
Rev. 6/5/2003**Job Title:** Teacher
Reports to: Principal
Dept./School: Assigned Campus**Wage/Hour Status:** Exempt**Pay Grade:****Date Revised:****Primary Purpose:**

Provide students with appropriate learning activities and experiences in the core academic subject area assigned to help them fulfill their potential for intellectual, emotional, physical, and social growth. Enable students to develop competencies and skills to function successfully in society.

Qualifications:**Education/Certification:**

Bachelor's degree from accredited university

Valid Texas teaching certificate with required endorsements or required training for subject and level assigned

Demonstrated competency in the core academic subject area assigned

Special Knowledge/Skills:

Knowledge of core academic subject assigned

General knowledge of curriculum and instruction

Ability to instruct students and manage their behavior

Strong organizational, communication, and interpersonal skills

Experience:

At least one year student teaching or approved internship

Major Responsibilities and Duties:**Instructional Strategies**

1. Develop and implement lesson plans that fulfill the requirements of district's curriculum program and show written evidence of preparation as required.
2. Prepare lessons that reflect accommodations for differences in student learning styles.
3. Present subject matter according to guidelines established by Texas Education Agency, board policies, and administrative regulations.
4. Plan and use appropriate instructional and learning strategies, activities, materials, and equipment that reflect understanding of the learning styles and needs of students assigned.
5. Conduct assessment of student learning styles and use results to plan instructional activities.

**EXHIBIT 13**

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**ARMENDARIZ/PRESIDIO 0033**

PRESIDIO I.S.D.
HR Services

Teacher
Rev. 6/5/2003

23. Compile, maintain, and file all physical and computerized reports, records, and other documents required.
24. Attend and participate in faculty meetings and serve on staff committees as required.

Supervisory Responsibilities:

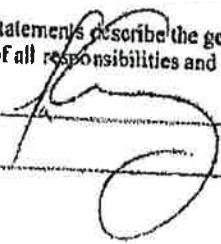
Supervise assigned teacher aide(s).

Working Conditions:

Mental Demands/Physical Demands/Environmental Factors:

Maintain emotional control under stress. Frequent standing, stooping, bending, pulling and pushing.
Move small stacks of textbooks, media equipment, desks, and other classroom equipment.

The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Approved by 

Date

11/7/14

Reviewed by

Date



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ARMENDARIZ/PRESIDIO 0034

PRESIDIO INDEPENDENT SCHOOL DISTRICT

A-1

Evaluation of Professional Staff

Scale: (4) = Exceeds expectations, (3) = meets expectations, (2) = below expectations, (1) = unsatisfactory.
Score on each descriptor.

Indicators:

I. The Athletic Director educator supports the instructional staff, coaches, and campus administrators.

- Understands the role of the athletic director in the campus/district
- Supports campus/district goals.
- Promotes positive student behavior by modeling language acquisition and public behavior.
- Maintains confidentiality (student grades, confidential campus documents, confidential communications, etc.)
- Models the use of current technology in daily work.
- Clearly and accurately communicates the instructional and organizational goals of the campus/district to parents and community members (i.e., does not "sabotage" or otherwise distort the mission of the district or campus)
- Communicates with everyone in a professional, positive and friendly way in person, on the telephone, and electronically.

Data sources: Regular observations by the principal and reports from the classroom teachers and coaches.

Rating: 4

Comments (Professional):

(A close)

Education first / Athletics Second

Comments (Administrator): Coach Armendariz is a professional with many years of experience
tactfully communicating information, up and down the chain-of-command. He is positive and friendly in
his interactions with parents and teachers, yet can be firm when working with coaches and athletes.
Coach Armendariz understands his role as the PISD Director of Athletics and is able to utilize computer
technology to help fulfill the responsibilities of this role.



PRESIDIO INDEPENDENT SCHOOL DISTRICT

II. The Athletic Director exhibits good work habits.

- Consistently comes to work on time.
- Is seldom absent.
- Stays on-task throughout the working day.
- Adheres to the assigned schedule
- Keeps the work area clean and neat with a minimum of personal items on display.
- Follows the employee dress code.
- Carries out assigned duties accurately and on time.
- Communicates with everyone in a professional, positive and friendly way in person, on the telephone, and electronically.

Data sources: Time cards, absence from duty records, observations by principal, and reports from the classroom teachers and coaches.

Rating: 3

Comments (Professional): I am currently working on finding a way
to accommodate myself to attend all student/athlete
activities.

Comments (Administrator): Coach Armendariz has the unique ability to complete most of his
required work tasks from home; computer and telephonic assets aid in this ability. Working primarily
through his secretary and the boys/girls athletic coordinators. Coach Armendariz is able to remain on
task through completion.

PRESIDIO INDEPENDENT SCHOOL DISTRICT

III. The Athletic Director communicates effectively with administrators, teachers, students and parents and colleagues.

- Exhibits writing skills which are free of spelling and grammatical errors.
- Follows the campus/district policies about using and promoting the English language.
- Avoids gossip and demeaning comments.
- Clearly and accurately communicates the instructional, coaching, and organizational goals of the campus/district to parents and community members (i.e., does not "sabotage" or otherwise distort the mission of the classroom or campus)
- Maintains confidentiality.
- Communicates with everyone in a professional, positive and friendly way in person, on the telephone, and electronically.
- Exhibits a willingness to help in times of need even if this means taking on a task which is not part of the regular duties.

Rating: 3

Comments (Professional): I will keep promoting through my coacher that athletics come second to education. We will strive to have 100% passing & graduation rate on our students/athletes

Comments (Administrator): Coach Armendariz always follows relevant campus/district policies and is dedicated to completing these same goals and objectives. He avoids hurtful gossip and never engages in making negative or demeaning comments about any in his charge. In promoting the English language, as decided by the school board, Coach Armendariz faithfully attempts such spelling and grammatical efforts.

PRESIDIO INDEPENDENT SCHOOL DISTRICT

IV. The Athletic Director understands the value of providing services to all students and parents in the school district.

- Actively supports the policies of the campus/district.
- Assumes responsibility for all students on the campus.
- Treats all students/parents with respect.
- Treats all students/parents equally.
- Maintains confidentiality (student grades, confidential-campus documents, confidential communications, etc.)

Rating: 4

Comments (Professional): All student/athletes understand the no pass/no play rule. Coaches are responsible for the athletes to make sure they are passing and are well behaved.

Comments (Administrator): Coach Armendariz staunchly supports all campus/district policies and procedures. Further, he is very respectful and responsible in his interactions with everyone (students to administrators), maintains due confidentiality, and assumes a responsible accountability for all student athletes.

PRESIDIO INDEPENDENT SCHOOL DISTRICT

- V. The Athletic Director seeks out opportunities for personal and professional growth.
- Attends campus/district staff development associated with the specific assignment.
 - Follows district policies guidelines for obtaining relevant licenses and/or certifications.
 - Seeks out training which enhances job performance.

Rating: 3

Comments (Professional): Next year with the movement of my office to the High School, I will have more opportunity to participate on specific assignments.

Comments (Administrator): In as much as the position allows, Coach Armendariz participates in appropriate professional development. In conjunction, in order to enhance his position and effectiveness, he insures all growth enhancing "PD" for his coaches and coordinators. Coach Armendariz holds relevant certifications and follows district guidelines regarding licenses.

Overall rating 17 out of 20

This evaluation has been discussed with me by my supervisor. I have read and received a copy of it.

Employee Signature

Date

Evaluators Signature

Date

Reviewer Signature

Date

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page 39

Date Run: 02-25-2015 1:53 PM

Teacher Service Record
PRESIDIO ISD

Page: 1 of 1

A-2

Name: ARMENDARIZ
LastJOSE
FirstFRANCISCO
MiPublic School Service Record
PRESIDIO ISD
701 E. MARKET ST.
PRESIDIO, TX 79845-
(432) 229-3010 County:TEA ID: 5514494691
Employee Signature:(A) State Sick Leave
(B) State Personal Leave Program

School Year	Position Held	Yrs Exp	% of Day Emp	No Days Emp	Dates of Service From - To	Prior Yr Bal	Earned	Used	Remainir Balance
2003-04	ATHLETIC DIRECTOR	08	100	226.00	07-14-2003 06-24-2004	(A) .00 (B) 27.50	.00	.00	.00
2004-05	ATHLETIC DIRECTOR	09	100	226.00	07-26-2004 05-10-2005	(A) .00 (B) 32.50	.00	.00	.00
2005-06	ATHLETIC DIRECTOR	10	100	267.00	07-24-2005 05-08-2006	(A) .00 (B) 25.50	.00	.00	.00
2006-07	ATHLETIC DIRECTOR	11	100	267.00	07-24-2006 06-09-2007	(A) .00 (B) 27.50	.00	.00	.00
2007-08	ATHLETIC DIRECTOR	12	100	267.00	07-09-2007 06-16-2008	(A) .00 (B) .00	.00	.00	.00
2008-09	ATHLETIC DIRECTOR	13	100	226.00	07-01-2008 06-09-2009	(A) .00 (B) .00	.00	.00	.00
2009-10	ATHLETIC DIRECTOR	14	100	226.00	06-24-2009 06-02-2010	(A) .00 (B) .00	.00	.00	.00
2010-11	ATHLETIC DIRECTOR	15	100	187.00	08-16-2010 05-31-2011	(A) .00 (B) .00	.00	.00	.00
2011-12	ATHLETIC DIRECTOR	16	100	187.00	08-15-2011 05-30-2012	(A) .00 (B) .00	.00	.00	.00
2012-13	ATHLETIC DIRECTOR	17	100	187.00	08-20-2012 05-31-2013	(A) .00 (B) .00	.00	.00	.00
2013-14	ATHLETIC DIRECTOR	18	100	187.00	08-19-2013 08-05-2014	(A) .00 (B) .00	.00	.00	.00

Authorized Signature:



5

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page 40

PRESIDIO ISD
PAYROLL DATA
2014-2015

A-3

STAFF ID/SSN: 465-89-0744EMPLOYEE NO. 237

NAME: JOSE FIRST Francisco MIDDLE Armendariz LAST GEN

DATE OF HIRE 8-12-1996 YEARS EXPERIENCE 18 STEP 16

ADDRESS: P.O. Box 1834 DOB: 8-19-1972

CITY: Presidio DEGREE: Bachelors

STATE: TX 79845 POSITION CODE: 02

HOME PHONE: WORK PHONE: CELL PHONE:

CONTRACT DATES 08-18-2014 / 06-06-2015 FIRST CK 9-02-2014ASSIGNMENT Athletic DirectorSALARY 46,850 STIPEND/SUPP. 22,796-AD TOTAL 69,646

TIPEND: _____

STATUTORY MIN FUND 42,190 ACCRUAL RATE: 372.43 DAILY RATE 372.43

PAY RATE: 2678.69 ANNUAL PAYMENTS 26

HOURLY RATE: DAYS BASIC CONTRACT: 187

ACCRUAL CODE: A CONTRACT MONTHS: 10

NO. OF DAYS EMPLOYED: 187 REMAINING PAYMENTS 26

ANNUAL CONTRACT: 69,646 PAYOFF DATE: 8-13-2015

DISTRIBUTION CODE	AMOUNT	PERCENT	W/C CODE	GRANT CODE	ACCOUNT TYPE	PAYROLL ACTIVITY
199-11-6119-00-001-511	46,663	67%	A		G	80
199-11-6119-00-041-511	22,983	33%	A		G	80

25 CHECKS @ 2678.69 FINAL CHECK 2678.75 TOTAL \$ 69,646

2013-2014 SALARY: 67,376 STEP _____ HOURLY RATE _____

SUPERINTENDENT-SIGNATURE _____

DATE _____



ARMENDARIZ/PRESIDIO 0041

José Francisco Armendariz
P.O. Box 1834
Presidio, Texas 79845

July 07, 2015

Via Certified Mail RRB: 70141200000042305344
Presidio Independent School District
Attn: Dennis McEntire, Esq.
Attn: Santos Lujan, Esq.

Handwritten: AME-7
A-4

Re: Presidio ISD Employment; José Francisco Armendariz

Dear Messrs. McEntire and Lujan:

I wish to inform you that on June 18, 2015 I received a text message from the mobile telephone of Mr. Dennis McEntire that states that a teaching contract for next year has been renewed. However, this arrangement is not in accordance with the Texas Education Code nor my term contract.

In an effort to avoid confusion as to my status please refer to Texas Education Code Sec. 21.206. NOTICE OF CONTRACT RENEWAL OR NONRENEWAL. (a) Not later than the 10th day before the last day of instruction in a school year, the board of trustees shall notify in writing each teacher whose contract is about to expire whether the board proposes to renew or not renew the contract. The notice must be delivered personally by hand delivery to the teacher on the campus at which the teacher is employed, except that if the teacher is not present on the campus on the date that hand delivery is attempted, the notice must be mailed by prepaid certified mail or delivered by express delivery service to the teacher's address of record with the district. Notice that is postmarked on or before the 10th day before the last day of instruction is considered timely given under this subsection.

(b) The board's failure to give the notice required by Subsection (a) within the time specified constitutes an election to employ the teacher in the same professional capacity for the following school year.

I respectfully request that Presidio Independent School District refer to my employment contract as well that specifically identifies my position as Athletic Director. Please see Annexure A. Furthermore, please refer to Sec. 9 of the contract that requires compliance with Sec. 21 of the Texas Education Code.

Moreover, I assume my position as Athletic Director for Presidio Independent School District since the notice of contract renewal or nonrenewal was not provided in accordance with my contract with Presidio Independent School District nor in compliance with Sec. 21 of the Texas Education Code.

I look forward to dutiful performance of my same professional capacity for the 2015 - 2016 school year.

Best regards,

/s/
José Francisco Armendariz



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Presidio ISD Mail - Conversation: Administrative Leave

<https://mail.google.com/mail/u/0/?ui=2&ik=9edeb3581e&view=pt&as...>



PRESIDIO ISD
POWERED BY GOOGLE

A-5

SANTOS LUJAN <slujan@presidio-isd.net>

Conversation: Administrative Leave

1 message

SANTOS LUJAN <slujan@presidio-isd.net>

To: Jose Armendariz <jarmendariz@presidio-isd.net>

Cc: DENNIS MCENTIRE <dmcentire@presidio-isd.net>

Mon, Aug 17, 2015 at 4:45 PM

This communication is intended to document details of our noon meeting today.

I informed you that you were being placed on indefinite administrative leave, effective immediately. The purpose of this action is to allow the school district time to better address your current contractual/assignment situation.

I also informed you that Mr. McEntire is available to further discuss this matter if that is your desire. You stated that this option was not necessary at this point.



1 of 1

8/17/2015 4:45 PM

ARMENDARIZ/PRESIDIO 0043

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page 43

BASKIND & HOSFORD, P.C.
ATTORNEYS AT LAW
 300 E. MAIN, SUITE 908
 EL PASO, TEXAS 79901-1878

LARRY A. BASKIND
 HENRY C. HOSFORD, JR.
 - ALSO A BASKIND IN NEW MEXICO

TELEPHONE: (915) 544-0787
 FAX: (915) 544-8001

A-6

August 21, 2015

VIA EMAIL
 Mr. Paul Tapp
 Managing Attorney
 Association of Texas Professional Educators
 305 E. Huntland Dr., Suite 300
 Austin, Texas 78752

Re: Jose Armendariz/Presidio ISD

Dear Mr. Tapp:

This letter will set forth the School District's proposal to address the employment situation of your client, Mr. Jose Armendariz. The background of this situation is as follows. Mr. Armendariz has suffered some severe health problems and has limitations on his physical abilities as he recovers from his health problems. Last year his contract incorrectly stated his position was athletic director, when, in fact, he was actually serving in a dual capacity as a teacher and doing some athletic director duties. For the 2015-16 school year, the Board has eliminated the position of athletic director as a cost saving measure but neglected to take any action to renew Mr. Armendariz's contract in another capacity. Accordingly, based on state law, Mr. Armendariz is renewed in the same professional capacity as the previous year.

In order to provide sufficient time to work through this situation, the School District has placed Mr. Armendariz on administrative leave with full pay and benefits pending a determination of his assignment and duties for the 2015-16 school year.

The School District proposes to address the matters involving Mr. Armendariz as follows:

1. **Salary.** Mr. Armendariz's salary last year was not a separate salary for his teacher or administrative duties with a stipend for athletic director. Although the School District considered the payment for athletic director as a stipend, under state law, Mr. Armendariz must be paid the same salary he was paid last year.

2. **Position.** Although Mr. Armendariz has been renewed as athletic director, that position no longer exists. Mr. Armendariz is fully certified to teach business. The Superintendent has authority to reassign all the staff members. The Superintendent of the School District has determined to assign Mr. Armendariz to teach business during the 2015-16 school year.



ARMENDARIZ/PRESIDIO 0044

Page 2
August 21, 2015

3. **Reasonable Accommodations.** Due to Mr. Armendariz' continuing health problems, the School District is prepared to consider reasonable accommodations for Mr. Armendariz. The School District hereby requests that Mr. Armendariz present the job description of teacher to his physician so that guidance can be provided as to what accommodations Mr. Armendariz requires. The School District will make a decision based on the physician's recommendations as to which accommodations it is able to accept. As I advised you in our telephone conversation, the School District proposes for Mr. Armendariz to teach a full load of business classes and is prepared to assign an aide to assist him because of his physical limitations.

7

P-9(14)

Please review this letter and advise if the terms regarding salary, position and accommodation are acceptable to Mr. Armendariz.

Respectfully submitted,



LARRY A. BASKIND

LAB:ogt

cc: Mr. Dennis McEntire
Superintendent
Presidio ISD

FILED 8/21/15 BY 15276/ewm/etl/tp/1 wpd

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page 45

AAALs
A-7

Larry Baskind

From: Paul Tapp <ptapp@atpa.org>
Sent: Thursday, August 27, 2015 3:17 PM
To: Larry Baskind
Subject: RE: Armendariz / Presidio ISD - no job description

Larry,

I am sorry for the delay in my response. I was out all day Monday on a trip to San Angelo and back and have been playing catch-up ever since.

I forwarded your letter to Mr. Armendariz on Friday. There are a couple of points that I feel I need to make regarding the situation after getting some clarification from Mr. Armendariz regarding the 2014-15 school year.

Regarding the letter: 1 -> A-6 (12)

2
1) You note that Mr. Armendariz had dual teaching and athletic duties last school year. This is of course significant since the district's legal obligation is to employ him in the same professional capacity for this new school year. I was surprised at the reference to him teaching because I had understood from Mr. Armendariz that he had not taught for quite some time - since well before the onset of his medical condition. I have had a chance to speak to him and clarify the situation from last year. Mr. Armendariz performed no teaching duties whatsoever in the 2014-15 school year. He did not produce lesson plans, he did not provide classroom instruction and he did not grade the students' work. I understand that the district had another individual perform all of these functions. You may want to discuss this with your superintendent. You mentioned that the superintendent had explained that he intended to have an aide in the classroom this school year. Please let me know if it is his intention that it be under the same terms as last year. If it is not (i.e. if the actual performance of teaching duties is expected) I do not believe that it can be characterized as the same professional capacity.

5
2) Regarding Mr. Armendariz's position, you note that the superintendent has the authority to reassign the staff employed by the district. While this is true to an extent, as you know, that right is limited to a reassignment to another position that also fits within the professional capacity stated in the employment contract. A full-time teacher is not the same professional capacity as an athletic director and so it is a very well settled matter that the superintendent's legal authority under the contract to reassign does not reach that far. As I noted above, if Mr. Armendariz had actually performed teaching duties last year there would at least be an issue as to whether he had accepted that the performance of teaching duties had been incorporated into his AO contract. However it appears that he did not.

7
3) Regarding the accommodations, Mr. Armendariz has forwarded the job descriptions along with a basic explanation of what the district is looking for regarding a description of his restrictions to his medical provider. I have asked him today to follow up with his provider. I will follow up with him again regarding the certification of his restrictions if I have not heard back very quickly.

Thanks,
Paul

Paul Tapp
Managing Attorney
Association of Texas Professional Educators
(800) 777-2873 | (512) 467-0071 | Fax: (512) 454-4543 atpa.org | facebook.com/OfficialATPE | @OfficialATPE

12
DEFENDANT'S
EXHIBIT

20

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page 46

**PRESIDIO INDEPENDENT SCHOOL DISTRICT**

Presidio Independent School District does not discriminate on the basis of race, color, gender, national origin, disability or age in its programs and activities.

A-8

Dennis McEntire
SuperintendentHelio Franco
Board PresidentHugo Ramos
Vice PresidentEthel Barriga
SecretaryCarlos E. Nieto
MemberVelva Sauer
MemberAlfredo P. Muniz
MemberFidel Baeza
MemberP.O. Box 1401
Presidio, Texas 79845701 E. Market Street
Presidio, Texas 79845

(432) 229-3275

Fax (432) 229-4328

Mr. Jose Armendariz
P.O. Box 1834
Presidio, Texas 79845

December 9, 2015

Dear Mr. Armendariz:

You were placed on administrative leave on or about August 17, 2015 pending receipt of a letter or other written guidance from your physician regarding your capabilities to perform assigned duties for the School District. The School District was, and is, willing to consider reasonable accommodations to you based on your physician's recommendations.

As of the date of this letter, the School District has not received any information from you or your physician. By email sent on August 27, 2015, your attorney advised the School District's attorney as follows:

"Regarding the accommodations, Mr. Armendariz has forwarded the job descriptions along with a basic explanation of what the District is looking for regarding a description of its restrictions to its medical provider. I have asked him today to follow up with his provider. I will follow up with him again regarding the certification of his restrictions if I have not heard back very quickly."

It has been three and one-half months since your attorney advised that information from your medical provider would be provided. You cannot continue on administrative leave indefinitely. The assignment of administrative leave was done to provide you the time necessary to obtain information from your physician and for the School District to make a decision regarding possible reasonable accommodations.

You are therefore directed to report to work on December 16, 2015. You will be temporarily assigned to the P.A.C.E. for credit recovery pending a determination of your status and what accommodations, if any, are appropriate. Your salary and benefits will remain unchanged. Please report to Santos Lujan, Principal of the Presidio High School campus.

Respectfully submitted,

DENNIS MCENTIRE
Superintendent2
P-9941

AD

16

DEFENDANT'S
EXHIBIT

21

Presidio ISD Mail - Jose Armendariz

Page 1 of 1



Rebecca Coffman <recoffman@presidio-isd.net>

A-9

Jose Armendariz
1 message

Dennis McEntire <dmcentire@presidio-isd.net>

To: Raquel Baeza <rbaeza@presidio-isd.net>, Santos Lujan <slujan@presidio-isd.net>

Tue, Jan 12, 2016 at 3:56 PM

Cc: "lbaskind@bh-ep.com" <lbaskind@bh-ep.com>, Rebecca Coffman <recoffman@presidio-isd.net>

Mr. Armendariz is placed on FMLA leave effective January 4, 2016.

He has not returned from Houston where he is undergoing further treatment.

If he does not return with a physician's statement that he is qualified to return to work he will no longer be an employee of the district.

I am basing this on the statement by his principal that he has not reported to work following the winter break and the absence of any physicians statement that he can return to work.

Dennis McEntire
Superintendent of Schools
Presidio ISD
432 229 3275
432 238 1198
dmcentire@presidio-isd.net

1 - FMLA for treat

2 - out for treat. in Jan. (agreed)

3 - Already has dr. ltr.
± terminated

4 - report in Jan. per P's agreement to have treat.

<https://mail.google.com/mail/?ui=2&ik=ad612f95f4&view=pt&search=inbox&th=15237d...> 1/12/2016

17



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Presidio ISD Mail - disability and FMLA

Page 1 of 1



PRESIDIO ISD
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Rebecca Coffman <recoffman@presidio-isd.net>

A-10

disability and FMLA
1 message

Dennis McEntire <dmcentire@presidio-isd.net>

To: Jose Armendariz <jarmendariz@presidio-isd.net>

Cc: Raquel Baeza <rbaeza@presidio-isd.net>, Rebecca Coffman <recoffman@presidio-isd.net>, Manuel Fausett <mfausett@presidio-isd.net>

Thu, Jan 14, 2016 at 8:26 AM

Mr. Armendariz,

On the first day of duty for January you were directed to report for duty by your supervisor. Since you have notified Mr. Lujan that you cannot do so we are placing you on FMLA leave effective the first day of duty on January 4, 2016.

Dennis McEntire
Superintendent of Schools
Presidio ISD
432 229 3276
432 238 1198
dmcentire@presidio-isd.net

<https://mail.google.com/mail/?ui=2&ik=ad612f95f4&view=pt&search=inbox&th=152408...> 1/15/2016



ARMENDARIZ/PRESIDIO 0049



PRESIDIO INDEPENDENT SCHOOL DISTRICT

Presidio Independent School District does not discriminate on the basis of race, color, gender, national origin, disability or age in its programs and activities.

A-11

Dennis McEntire
Superintendent

1/19/16

Mr. Armendariz,

Helio Franco
Board President

Hugo Ramos
Vice President

Ethel Barriga
Secretary

Carlos E. Nieto
Member

Velva Sacra
Member

Alfredo P. Muniz
Member

Fidel Barza
Member

see

P.O. Box 1401
Presidio, Texas 79845

701 E. Market Street
Presidio, Texas 79845

(432) 229-3275

Fax (432) 229-4228

On the first day of duty for January you were directed to report for work by your supervisor, Mr. Lujan.
Since you have notified Mr. Lujan that you cannot do so we are placing you on FMLA
leave effective the first day of duty on January 4, 2016.
If you have not reported for full time work with a physicians release and conditions as requested further action will have to be taken.

Dennis McEntire

Dennis McEntire
Superintendent of Schools

= 2

- Already had Dr.
release P-9 (14)

± 1 tw b/c areas in
Jan. after return from
Hogson

DEFENDANT'S
EXHIBIT

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Feb 02 2017 12:20AM HP FaxAmistad Loan 14322292436

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Case 4:16-mj-00066-DF Document 1 Filed 01/19/16 Page 1 of 2

A-12
Bridgette

FILED

AO 91 (Rev. 01/09) Criminal Complaint

UNITED STATES DISTRICT COURT

for the
Western District of Texas

JAN 19 2016

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY Saw DEPUTYUnited States of America
v.
Senia ARMENDARIZ
and
Jose ARMENDARIZ
Defendant

Case No.

P-16-M-66

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date of 01/18/2016 in the county of Presidio in the Western District of
Texas, the defendant violated 3 U. S. C. § 1324 (a)(1)(A)(ii)
an offense described as follows:

defendant(s) did knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, conceals, harbors, or shields from detection, or attempts to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation; for the purpose of commercial advantage and private financial gain.

This criminal complaint is based on these facts:
See Attached Affidavit☒ Continued on the attached sheet.- W not disturbed?
- And you are?
- you are treated differently?
- sound like discrimination to you

Sworn to before me and signed in my presence.

Date: 01/19/2016City and state: Alpine, Texas- Wife also charged - when arrested
- When were you arrested
- Did you plead 'Not guilty'
- Wife placed on prob. leave?
But not you? When?
- Wife return to work

Complainant's signature

Brian Davis-Brothers, Special Agent
Printed name and title

Judge's signature

David Fennin, U.S. Magistrate Judge
Printed name and title- Charges are going to be
drawn today PT driving 20.DEFENDANT'S
EXHIBIT
25

ARMENDARIZ/PRESIDIO 0051

Case 4:16-mj-00066-DF Document 1 Filed 01/19/16 Page 2 of 2

Affidavit

On 01/18/2016 Customs and Border Protection Officers (CBPO) stopped Brayan ORTIZ-Garcia as he was entering the United States through the pedestrian lane at the Presidio Port of Entry (POE). CBPOs identified ORTIZ as a Mexican citizen with a valid B1/B2 tourist visa. During subsequent questioning by CBPOs, ORTIZ admitted that he was entering the United States for the purpose of residing while going to school, a violation of the terms of his visa.

Homeland Security Investigations (HSI) Special Agents (SA) were notified by the Presidio POE of a possible alien harboring scheme. HSI SAs arrived at the Presidio POE to begin an investigation.

CBPOs interviewed ORTIZ with HSI SAs in attendance. ORTIZ stated that Jose and Senia ARMENDARIZ recruited him through another subject to enter the United States. ORTIZ stated Jose ARMENDARIZ provided him with fraudulent documents stating he was living with his parents in an apartment in Presidio to provide to the Presidio High School for enrollment purposes. ORTIZ stated his parents actually live in Chihuahua City, Mexico. ORTIZ stated he stayed in the same room as Jose ARMENDARIZ. ORTIZ stated he was to provide medical assistance to Jose ARMENDARIZ, undress him for bed, and do whatever else he needed at all times of night. ORTIZ stated he also had to run errands for them and, on occasion, cook for them. ORTIZ stated he was told to miss school on at least one occasion in order to stay at the house to provide for Jose ARMENDARIZ.

ORTIZ stated he knew of four other people that Jose and Senia ARMENDARIZ had previously recruited to provide assistance to them in exchange for a residence and enrollment in the school.

ORTIZ stated Jose and Senia ARMENDARIZ were aware that he only had a tourist visa and was not authorized to reside in the United States. ORTIZ stated Senia ARMENDARIZ told him to not enter the POE late Sunday night and to enter in a vehicle instead of the pedestrian lane. ORTIZ stated Senia ARMENDARIZ told him to do this because some of the other guys that had visa that were doing the same thing were under investigation.

The AUSA's Office was advised of the facts of the case and authorized federal prosecution of Jose and Senia ARMENDARIZ for violations of 8 USC 1324 Harboring Aliens in the United States for gain.

Feb 02 2017 12:21AM HP FaxAmistad Loan 14322292436

page 52

Presidio ISD Mail - Suspension

<https://mail.google.com/mail/u/0/?ui=2&ik=9edab8581e&view=pt&...>



A-13

Santos Lujan <slujan@presidio-isd.net>

Suspension

1 message

Dennis McEntire <dmcentire@presidio-isd.net>

To: Jose Armendariz <jarmendariz@presidio-isd.net>

Cc: HELIO FRANCO <helio.franco@cbp.dhs.gov>, lbaskind@bh-ep.com, Rebecca Coffman <recoffman@presidio-isd.net>

Santos Lujan <slujan@presidio-isd.net>

Mon, Jan 25, 2016 at 8:44 AM

Mr. Armendariz,

You have been placed on FMLA leave as you have been notified.

Additionally, your felony arrest on federal charges has placed you in additional jeopardy and I am advising you that you are not allowed on campuses for district purposes pending the outcome of both these issues.

You may attend public events such as athletic or student performances.

I am advising administration of this determination.

I regret it has come to this but the district is very clear on this matter.



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1 of 1

2/5/2016 4:06 PM

ARMENDARIZ/PRESIDIO 0053



PRESIDIO INDEPENDENT SCHOOL DISTRICT

Presidio Independent School District does not discriminate on the basis of race, color, gender, national origin, disability or age in its programs and activities.

Dennis McEntire
Superintendent

Richard Franco
Board President

Hugo Ramos
Vice President

Edel Barrera
Secretary

Carlos L. Nolasco
Member

Alfreda P. Alvarez
Member

Yolba Saenz
Member

Edel Barrera
Member

February 3, 2016

Mario Ramirez
TEA - Texas Education Agency
1701 N. Congress Avenue
Austin, TX 78701-1494

Re: Jose Armendariz

Dear Mr. Mario Ramirez:

We have received your request for Mr. Armendariz' records and below is a listing of the information you requested:

1. Employee Data Sheet which contains his contact information;
2. Employee Public Service Record
3. Employment Application
4. Correspondence in regards to Mr. Armendariz' leave and reassignments, and
5. Mr. Armendariz' contracts.

In addition, I am including the complaint that we have received from ICE. It needs to be noted that Mr. Armendariz was placed on paid administrative leave effective the beginning of this school year for not complying with a directive to have a physician's release and conditions for returning to work. This was changed to FMLA leave without pay at the beginning of the second semester with an expected non-renewal for the 2016 - 2017 school year. Those notifications are also included in the packet.

Any questions or comments, please contact me.

Dennis McEntire
Superintendent

P.O. Box 2401
Presidio, Texas 79815

7011 Markes Street
Presidio, Texas 79815

(432) 229-3275

Fax (432) 229-3228

DEFENDANT'S
EXHIBIT

27

22

22

REP UC 2017 12:22AM HP FaxAmistad Loan 14322292436

page. 54

Date Run: 02-03-2018 3:46 PM
City Dist: 189-002Employee Salary Information
PRESIDIO ISD

Page: 1 of 1

Name: JOSE FRANCISCO ARMENDARIZ
Address: P.O. BOX 1834
PRESIDIO, TX 79845-1834
Phone: (915) 228-3558
Original Emp Date: 08-12-1998
Estimated Annual Salary: \$0.00Emp Nbr: 000237
SSN: 465-89-0744
DOB: 06-19-1972
Degree: 1 - Bachelor's
Latest Re-Emp Date: 08-12-1998
Retirement Date:Yrs Experience District: 4
Yrs Experience Total: 001
Yrs Prof Exper District: 18 Primary Campus: 001
Yrs Prof Exper Total: 19 W4 Marital Status: M
Extract ID: Nbr Exempts: 99
Work Email: jarmendariz@presidio-isd.net

Name: Relationship: Emergency Contact Information

Phone: () - Ext:

Job: ATHLETIC DIRECTOR
Primary: Y Assigned: 100.00%
Grade: End Date:
Step: Contract Amount:
Schad: Contract Balance:
Vacant: N Local Contract Days:

Job Information

Begin Date: 08-17-2016 Months in Contract: 10
End Date: 08-06-2018
Contract Amount: \$71,878.00# of Annual Pymts: 26
Contract Balance: \$44,108.30 Remaining Pymts: 18
Hourly Rate: \$0.00Payoff Date: 08-18-2018
10 TRS Status: 1 - Eligible
TRS Position: 02 - Teacher, Librarian
26 FICA Eligibility: M - Subject to Medicare
18 WC Code: AJob: ATHLETIC DIRECTOR
Account Code

Budget Information

Account Code	Amount	Percent	Activity	TRS Grant	Exp 373	Acct Type	Extra Duty Cd	Perform Pay
189-11-8118.00-001-811000	\$22,796.00	31.804%	80		N	G		N
189-11-8118.43-001-622000	\$48,580.00	68.196%	80		N	G		N

Job: ATHLETIC DIRECTOR
Annual Salary: \$71,878.00
Pay Rate: \$2,768.77
Daily Rate: \$383.280

Salary Calculation

State Min Salary: \$44,940.00
OT Ellg: N
OT Rate: \$0.00
State Step: 13
Yrs in Career Ladder: 0

Deduction Information

Deduction Code	Net Amount	Empl Contrib	Remain Pymts	Cafe 125	Deduction Code	Net Amount	Empl Contrib	Remain Pymts	Cafe 125
001 - ADDITIONAL WITHHOLDING TAX	\$250.00	\$0.00	99	N	003 - TRS ACTIVECARE 1-HD	\$182.50	\$290.00	99	Y
004 - TRS ACTIVECARE 1-HD	\$182.50	\$0.00	99	Y	016 - VOYA FINANCIAL-RELIASTAR	\$50.00	\$0.00	99	N
028 - TEXAS LIFE INS. CO. MET LIFE	\$48.50	\$0.00	99	N	031 - FFA MEDICAL EXPENSE REIMB.	\$104.17	\$0.00	99	Y
038 - AMERITAS LIFE INSURANCE CO	\$28.16	\$0.00	99	Y	065 - SUN LIFE	\$9.00	\$3.25	99	N
078 - AMERICAN FIDELITY INS./CANCER	\$32.50	\$0.00	99	Y					

Leave Information

Type	Description	Reg Bal	Earned	Used	End Bal
07	PERSONAL	10.000	5.000	0	15.000

Bank Information

Bank	Bank Acct Nbr	Bank Acct Type	Bank Acct Amt
123 - FIRST PRESIDIO BANK		2 - Checking account	\$0.00

The above salary information is true and correct as shown. I understand that this sheet will be attached to the contract I signed earlier in the year and shall supersede any salary amounts previously quoted.

Employee Signature

Date

23



ARMENDARIZ/PRESIDIO 0055

Presidio ISD Mail - Insurance

Page 1 of 1



A-16
Rebecca Coffman <recoffman@presidio-isd.net>

Insurance

1 message

Dennis McEntire <dmcentire@presidio-isd.net>

Thu, Feb 4, 2016 at 1:37 PM

To: Jose Armendariz <jarmendariz@presidio-isd.net>, Senia Armendariz <sarmendariz@presidio-isd.net>
Cc: Dennis McEntire <dmcentire@presidio-isd.net>, "lbaskind@bh-ep.com" <lbaskind@bh-ep.com>
Bcc: recoffman@presidio-isd.net

Mr. Armendariz,

FMLA leave is unpaid leave. It does allow you to continue with insurance but you must pay the premiums.

For the January 21, 2016 payroll, the premiums for insurance are due. For the month of January the amount due is 432.83. For the month of February the premiums due are 865.66 and that is the amount due every month.

TRS ActiveCare 325.00
Voya Financial ReliaStar 100.00
Texas Life Ins. 93.00
FFA Medical Exp. Reimb. 208.34
Ameritas Life Insurance 56.32
Sun Life 18.00

American Fidelity Ins/Cancer 65.00

You may arrange with the business office to make these payments.

--
Dennis McEntire
Superintendent of Schools
Presidio ISD
432 229 3275
432 238 1198
dmcentire@presidio-isd.net

- FMLA only

= unpaid supp

- Disk. of pl. w/ins

Don't use



29

<https://mail.google.com/mail/?ui=2&ik=ad612f95f4&view=pt&search=inbox&th=152adca6...> 2/4/2016



Association of Texas
Professional Educators
305 E. Huntland Dr, Suite 300
Austin, TX 78752-3792

Phone: (512) 467-0071
Fax: (512) 454-4543
Info@atpe.org
atpe.org

FACSIMILE TRANSMISSION COVER LETTER

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DATE: July 21, 2015
TO: Mr. Larry A. Baskin, Baskin & Hosford, PC
FAX NUMBER: (915) 533-5021
FROM: Paul W. Tapp, ATPE
NUMBER OF PAGES (INC COVER SHEET): 2

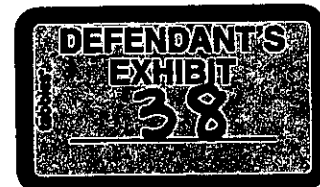
RE: *Presidio ISD / Jose Armendariz*

COMMENTS:

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Fax number for the Legal Department: (512) 454-4543

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**Association of Texas
Professional Educators**
305 E. Huntland Dr, Suite 300
Austin, TX 78752-3792

Phone: (512) 467-0071
Fax: (512) 454-4543
Info@atpe.org
atpe.org

July 21, 2015

Via Facsimile @ (915) 533-5021

Mr. Larry A. Baskin
Baskin & Hosford, P.C.
300 E. Main Dr. Ste. 908
El Paso, TX 79901-1349

Re: Presidio ISD / Jose Armendariz

Dear Mr. Baskin:

My name is Paul Tapp and I am an attorney with the Association of Texas Professional Educators. Please accept this letter as notice that I represent Mr. Jose Armendariz regarding matters relating to his employment with Presidio ISD. I understand after reviewing correspondence between Mr. Armendariz and Mr. Dennis McEntire, PISD Superintendent, that you represent PISD. As you may know, an issue has arisen relating to Mr. Armendariz's employment with the district. I would appreciate it if you could contact me at your convenience so that we could discuss the matter.

I may be reached by phone at (512) 467-0071 or by email at ptapp@atpe.org. I look forward to working with you.

Sincerely,

Paul Tapp
Managing Attorney
ATPE Member Legal Services

Your Ally. Your Voice.
atpe.org

Larry Baskind

From: Larry Baskind <lbaskind@bh-ep.com>
Sent: Tuesday, August 04, 2015 3:15 PM
To: 'Paul Tapp'
Subject: RE: Armendariz / Presidio ISD
Attachments: Untitled_08042015_030701.pdf

Paul,

I have attached the Contracts for Jose Armendariz for the past three school years. Although the contracts speak for themselves, the intent was for Mr. Armendariz to be given a contract as a teacher and to be paid a stipend to serve as Athletic Director. The School District does not need a full-time athletic director as it has only about 1500 students and doesn't play football..

I am in the process of getting payroll information and will forward that to you once I receive it.

I will give you a call within the next day or two to discuss this further.

Larry Baskind
 BASKIND & HOSFORD, PC
 300 E. Main, Suite 908
 El Paso, Texas 79901
 Telephone: (915) 544-0737
 Facsimile: (915) 533-5021

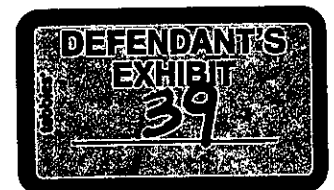
IMPORTANT: THE INFORMATION CONTAINED IN THIS EMAIL MESSAGE IS CONFIDENTIAL AND IS INTENDED ONLY FOR THE NAMED ADDRESSEE(S). THIS MESSAGE MAY BE PROTECTED BY THE ATTORNEY/CLIENT PRIVILEGE. IF THE READER OF THIS E-MAIL MESSAGE IS NOT THE INTENDED RECIPIENT (OR THE INDIVIDUAL RESPONSIBLE FOR THE DELIVERY OF THIS E-MAIL MESSAGE TO AN INTENDED RECIPIENT), PLEASE BE ADVISED THAT ANY RE-USE, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS E-MAIL MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS E-MAIL MESSAGE IN ERROR, PLEASE REPLY TO THE SENDER THAT YOU HAVE RECEIVED THIS MESSAGE IN ERROR AND DELETE IT. THANK YOU.

From: Paul Tapp [mailto:ptapp@atpe.org]
Sent: Tuesday, August 04, 2015 9:11 AM
To: Larry Baskind
Subject: RE: Armendariz / Presidio ISD

Good morning Larry. Checking to see if the sup is back. We need to figure out where we are here.

Hope your week is starting out well.

Paul



TERM CONTRACT

State of Texas
County of Presidio

Date given Employee _____
Date returned by Employee 05.09.12

For
Certified Teacher

PRESIDIO INDEPENDENT SCHOOL DISTRICT (the "District") hereby employs Jose Armendariz (the "Employee"), and the Employee accepts employment on the following terms and conditions:

1. **Term.** The District agrees to employ the Employee on a 10 month basis for the 2012-2014 school year(s), according to the hours and dates set by the District as they exist or may hereafter be amended.
2. **Credentials.** This Contract is conditioned upon the Employee's satisfactorily providing, before the first duty day, the certification, service records, documentation of highly-qualified status, and other records and information required by law, the Texas Education Agency ("TEA"), the State Board for Educator Certification ("SBEC"), or the District.
 - 2.1 **Certification.** The Employee agrees to maintain the required certification throughout the term of this Contract. If the Employee fails to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if the Employee's certification expires, is canceled, or is revoked, this Contract is void.
 - 2.2 **Qualifications.** If the Employee is a classroom teacher, the Employee agrees to become and remain "highly qualified," as that term is defined under the No Child Left Behind Act, 20 U.S.C. § 7801, and by the TEA, to the extent required by law.
3. **Representations.** The Employee makes the following representations and agreements:
 - 3.1 **Criminal History Review.** At the beginning of this Contract, and at any time during this Contract, the Employee specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC.
 - 3.2 **Beginning of Contract.** The Employee represents that he/she has disclosed to the District, in writing, any conviction, no contest or guilty plea, or other adjudication of the Employee for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(b). The Employee understands that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract.
 - 3.3 **During Contract.** The Employee also agrees that, during the term of this Contract, the Employee will notify the Superintendent, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Employee for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(b). Employee agrees to provide such notification within seven calendar days or any shorter period specified in Board policy.
 - 3.4 **False Statements and Misrepresentations.** The Employee represents that any required records or information provided in his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Employee concerning any required records or in the employment application may be grounds for termination.



TASB Services

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PRESIDIO 0079

TERM CONTRACT

State of Texas
County of Presidio

Date given Employee 05.30.2013
Date returned by Employee 05.30.2013

For
Certified Teacher/Athletic Director

PRESIDIO INDEPENDENT SCHOOL DISTRICT (the "District") hereby employs Jose Armendariz (the "Employee"), and the Employee accepts employment on the following terms and conditions:

1. **Term.** The District agrees to employ the Employee on a 10 month basis for the 2013-2015 school year(s), according to the hours and dates set by the District as they exist or may hereafter be amended.
2. **Credentials.** This Contract is conditioned upon the Employee's satisfactorily providing, before the first duty day, the certification, service records, documentation of highly-qualified status, and other records and information required by law, the Texas Education Agency ("TEA"), the State Board for Educator Certification ("SBEC"), or the District.
 - 2.1 **Certification.** The Employee agrees to maintain the required certification throughout the term of this Contract. If the Employee fails to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if the Employee's certification expires, is canceled, or is revoked, this Contract is void.
 - 2.2 **Qualifications.** If the Employee is a classroom teacher, the Employee agrees to become and remain "highly qualified," as that term is defined under the No Child Left Behind Act, 20 U.S.C. § 7801, and by the TEA, to the extent required by law.
3. **Representations.** The Employee makes the following representations and agreements:
 - 3.1 **Criminal History Review.** At the beginning of this Contract, and at any time during this Contract, the Employee specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC.
 - 3.2 **Beginning of Contract.** The Employee represents that he/she has disclosed to the District, in writing, any conviction, no contest or guilty plea, or other adjudication of the Employee for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(b). The Employee understands that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract.
 - 3.3 **During Contract.** The Employee also agrees that, during the term of this Contract, the Employee will notify the Superintendent, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Employee for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(b). Employee agrees to provide such notification within seven calendar days or any shorter period specified in Board policy.
 - 3.4 **False Statements and Misrepresentations.** The Employee represents that any required records or information provided in his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Employee concerning any required records or in the employment application may be grounds for termination



HR Services

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PRESIDIO 0080

TERM CONTRACT

Date given Employee

Date returned by Employee

4/8/14
4/18/14

1. **Position.** The District agrees to employ Jose Armendariz (you) as a Athletic Director.
2. **Term.** You will be employed on a 10-month basis for the 2014-15 school year(s), according to the hours and dates set by the District as they exist or may hereafter be amended.
3. **Credentials and Criminal History Review.**
 - 3.1 **Certification.** You agree to provide, before your start date each school year, the certification, service records, documentation of highly-qualified status, licenses, and other records and information required by law, the Texas Education Agency (TEA), the State Board for Educator Certification (SBEC), or the District. You agree to maintain any required certification or license throughout the term of this Contract. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification expires, is canceled, or is revoked, the District may provide you with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
 - 3.2 **Highly Qualified Status.** If you are employed as a classroom teacher, you agree to become and remain "highly qualified," as that term is defined under the No Child Left Behind Act, 20 U.S.C. § 7801(23), and by TEA, to the extent required by law.
 - 3.3 **Criminal History Review.** If required by the District, TEA, or SBEC, you agree to submit to a review of your state or national criminal history record information.
4. **Representations.**
 - 4.1 **Beginning of Contract.** You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(b).
 - 4.2 **During Contract.** You agree that, during the term of this Contract, you will notify the Superintendent in writing of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(b). You agree to provide the notification within seven calendar days or any shorter period specified in Board policy.
 - 4.3 **False Statements and Misrepresentations.** You represent that any required records or information in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by you concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.



HR Services

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PRESIDIO 0081

TERM CONTRACT

5. Duties.

- 5.1 **General Standard.** You agree to perform the duties of your assigned position, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.
- 5.2 **Rules.** You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter be amended.
- 5.3 **Assignment/Reassignment.** You understand that the District has the right to assign or reassign you to positions, duties, or additional duties and to make changes in responsibilities, work, or transfers, at any time during this Contract.
- 5.4 **Supplemental Duty.** You understand that this Contract does not apply to assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If you are assigned to a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

6. Compensation.

- 6.1 **Salary.** The District shall pay you according to the compensation plan adopted by the Board each school year. Your salary includes consideration for all assigned duties, responsibilities, and tasks, regardless of the actual number of hours or days (including days not designated on the school calendar) that you work during this Contract. Your salary shall be reduced for absences in excess of authorized, paid leave.
- 6.2 **Furloughs.** If the District implements a furlough under Texas Education Code section 21.4021, your salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.
- 6.3 **Annualized Salary.** Your salary will be paid out over 12 months, regardless of the work schedule specified in paragraph 2.
- 6.4 **Incentive and Performance Pay.** If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law, including Texas Education Code chapter 21, subchapter O. An incentive payment is not an entitlement as part of your salary.
- 6.5 **Overpayments.** You agree that the District may deduct any overpayments under this Contract from one or more of your paychecks.
- 6.6 **Benefits.** The District shall provide you with benefits as provided by state law and Board policy. The District reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.

7. Other Provisions.

- 7.1 **Equipment and Reports.** You agree to satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District.

TERM CONTRACT

- 7.2 **Special Funding.** If your position is funded by grants, federal funding, or other special funding, you understand that your employment is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal, as applicable.
- 7.3 **Addenda.** This Contract does/does not (circle one) include one or more Addenda, as follows:
- (1) Addendum A: _____
- (2) Addendum B: _____
8. **Suspension.** In accordance with Texas Education Code chapter 21, the District may suspend you without pay during the term of this Contract for good cause as determined by the Board.
9. **Termination and Nonrenewal of Contract.**
- 9.1 **Termination of Contract.** This Contract will terminate, in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that any of the following exists: good cause, financial exigency, or a program change. This Contract will also terminate if you provide written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.210).
- 9.2 **Nonrenewal.** The District may nonrenew this Contract in accordance with Texas Education Code chapter 21, as applicable, and Board policy.
10. **General Provisions.**
- 10.1 **Amendment.** This Contract may not be amended unless you and the District agree, in writing, to an amendment.
- 10.2 **Severability.** If any provision in this Contract is held to be invalid, illegal, or unenforceable, the other provisions of the Contract will remain in full force and effect.
- 10.3 **Entire Agreement.** This Contract supersedes all existing agreements, verbal and written, between you and the District regarding your employment. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.
- 10.4 **Applicable Law.** Texas law shall govern construction of this Contract.
11. **Notice to Employee.** You agree to keep a current address on file with the District's human resources office. Unless Texas Education Code chapter 21 requires a different notice delivery method, you agree that the District may meet any legal obligation it has to give you written notice regarding your employment by hand-delivering the notice to you or by sending the notice by certified mail, regular mail, and/or express delivery service to your address of record.
12. **Expiration of Offer.** This offer of employment contract shall expire unless you sign and return this Contract, without changes, to the Superintendent on or before _____ (return date). If you are currently employed under a contract with the District and you fail to sign and return this Contract, without changes, by the return date, you shall be deemed to have resigned from employment at the end of your existing contract term.




TERM CONTRACT

I have read this Contract and agree to abide by its terms and conditions:

Employee: 

Date signed: 7/8/14

Presidio Independent School District

By: 
Superintendent of Schools

Date signed: 07.08.14



**PRESIDIO I.S.D.
HR Services**

Teacher
Rev. 6/5/2003

Job Title: Teacher
Reports to: Principal
Dept./School: Assigned Campus

Wage/Hour Status: Exempt
Pay Grade:
Date Revised:

Primary Purpose:

Provide students with appropriate learning activities and experiences in the core academic subject area assigned to help them fulfill their potential for intellectual, emotional, physical, and social growth. Enable students to develop competencies and skills to function successfully in society.

Qualifications:

Education/Certification:

Bachelor's degree from accredited university
Valid Texas teaching certificate with required endorsements or required training for subject and level assigned
Demonstrated competency in the core academic subject area assigned

Special Knowledge/Skills:

Knowledge of core academic subject assigned
General knowledge of curriculum and instruction
Ability to instruct students and manage their behavior
Strong organizational, communication, and interpersonal skills

Experience:

At least one year student teaching or approved internship

Major Responsibilities and Duties:

Instructional Strategies

1. Develop and implement lesson plans that fulfill the requirements of district's curriculum program and show written evidence of preparation as required.
2. Prepare lessons that reflect accommodations for differences in student learning styles.
3. Present subject matter according to guidelines established by Texas Education Agency, board policies, and administrative regulations.
4. Plan and use appropriate instructional and learning strategies, activities, materials, and equipment that reflect understanding of the learning styles and needs of students assigned.
5. Conduct assessment of student learning styles and use results to plan instructional activities.



PRESIDIO I.S.D.
HR Services

Teacher
Rev. 6/5/2003

23. Compile, maintain, and file all physical and computerized reports, records, and other documents required.
24. Attend and participate in faculty meetings and serve on staff committees as required.

Supervisory Responsibilities:

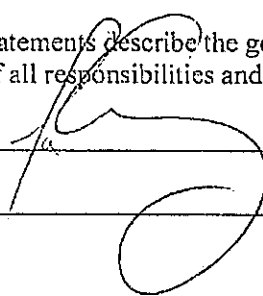
Supervise assigned teacher aide(s).


Working Conditions:

Mental Demands/Physical Demands/Environmental Factors:

Maintain emotional control under stress. Frequent standing, stooping, bending, pulling and pushing.
Move small stacks of textbooks, media equipment, desks, and other classroom equipment.

The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Approved by 

Date 

11/7/14

Reviewed by

Date



Larry Baskind

From: Paul Tapp <ptapp@atpe.org>
Sent: Tuesday, August 04, 2015 3:46 PM
To: Larry Baskind
Subject: RE: Armendariz / Presidio ISD

Larry,

Thanks. My understanding from my client is that prior to 2006-07 (or thereabout – whenever the health matter came up) Mr. Armendariz had Administrator/AD contracts with the district – at least since his first couple years with the district.

Since I think it is likely that they will come up in our conversation, I want to let you know the questions and issues that he has that he will be looking to me for answers on. I don't see any point in hiding the ball and think it's best for both our clients if we can move this along.

I do understand the district's position. I guess the first real question is why Mr. Armendariz is the one that the district is looking at making a full-time teacher rather than moving him into the athletic coordinator position and having the AC be a full-time teacher. Is that something that the administration would consider? And if not, why?

Also, what is the district's intentions regarding coaching duties? I know that Mr. Armendariz is very interested in being baseball coach which I understand he was before. My understanding, from the newspaper article he forwarded to me and that I forwarded to you is that the district just lost theirs.

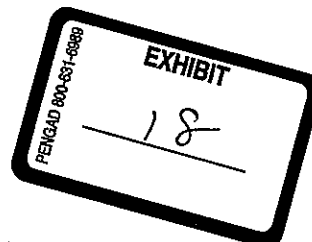
Finally, you mentioned that you understood that he did have an AD contract last year, was not nonrenewed and had not signed a new contract for 2015-16. I also have not seen anything that indicates he was given notice of a salary reduction prior to the resignation deadline. So – I have been advising him so far that the district is going to be obligated under both his professional capacity and his compensation from last year unless something is worked out. Please let me know of anything that would call that into question.

I will say that I have also of course gone over all the different ways this could go if something is not worked out.

Again – just wanted to present you with the issues that I see now. I look forward to talking to you and I know that my client is looking forward to seeing some movement regarding the matter.

Take care,
Paul

Paul Tapp
Managing Attorney
Association of Texas Professional Educators
(800) 777-2873 | (512) 467-0071 | Fax: (512) 454-4543
atpe.org | facebook.com/OfficialATPE | @OfficialATPE
305 E. Huntland Drive, Suite 300, Austin, Texas 78752



Larry Baskind

From: Larry Baskind <lbaskind@bh-ep.com>
Sent: Monday, August 10, 2015 9:19 AM
To: 'Paul Tapp'
Subject: RE: Armendariz / Presidio ISD
Attachments: Untitled_08102015_091043.pdf; Untitled_08102015_091107.pdf

Paul,

I have attached some additional information:

1. Payroll data for the past three years on Mr. Armendariz. His salary is based on his teacher salary plus stipends for serving as athletic director.
2. Copy of minutes of June 17, 2015. Please note on page 3 that the Board moved to eliminate the athletic director position. Also, please note on page 4 that the district was advised that it will start losing \$1.7 million per year in state funding starting in two years.

Let's try to schedule a telephone conference tomorrow some time to discuss this. Is there any particular time that works best for you?

Larry Baskind
 BASKIND & HOSFORD, PC
 300 E. Main, Suite 908
 El Paso, Texas 79901
 Telephone: (915) 544-0737
 Facsimile: (915) 533-5021

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From: Paul Tapp [mailto:ptapp@atpe.org]
Sent: Friday, August 07, 2015 12:08 PM
To: Larry Baskind (lbaskind@bh-ep.com)
Subject: RE: Armendariz / Presidio ISD

Larry,

Good afternoon. Our office is closed this afternoon for our last Friday afternoon of the summer but I am actually in the office. If you would like to discuss the situation, please feel free to call me on my cell. 512-468-8172.



**PRESIDIO ISD
PAYROLL DATA
2012-2013**

STAFF ID/SSN: 465-89-0744EMPLOYEE NO. 237NAME: Jose FIRST Francisco MIDDLE Armen LAST Armen GENDATE OF HIRE 8-12-1976 YEARS EXPERIENCE 16 STEPADDRESS: P.O. Box 1834 DOB: 8-19-1972CITY: Presidio DEGREE: BachelorsSTATE: TX 79845 POSITION CODE: 02

HOME PHONE: WORK PHONE: CELL PHONE:

CONTRACT DATES 8-20-2012/5-31-2013 FIRST CK. 9-4-2012ASSIGNMENT Athletic DirectorSALARY 72,376 STIPEND/SUPP. TOTAL 72,376

STIPEND: _____

STATUTORY MIN. FUND 41,160 ACCRUAL RATE: 387.04 DAILY RATE 387.04PAY RATE: 2,783.69 ANNUAL PAYMENTS: 26HOURLY RATE: DAYS BASIC CONTRACT: 187ACCRUAL CODE: A CONTRACT MONTHS: 10NO. OF DAYS EMPLOYED: 187 REMAINING PAYMENTS: 26ANNUAL CONTRACT: 72,376 PAYOFF DATE: 8-15-2013

DISTRIBUTION CODE	AMOUNT	PERCENT	W/C CODE	GRANT CODE	ACCOUNT TYPE	PAYROLL ACTIVITY
<u>167-36-6119-00-001-391</u>	<u>11,398</u>					
<u>167-36-6119-00-041-391</u>	<u>11,398</u>					
<u>167-36-6119-06-001-391</u>	<u>5,000</u>					
<u>199-11-6119-00-001-311</u>	<u>44,580</u>					

25 CHECKS @ 2,783.69 FINAL CHECK 2,783.75 TOTAL \$ 72,3762011-2012 SALARY: 72,376 STEP _____ HOURLY RATE: _____

SUPERINTENDENT-SIGNATURE _____

DATE _____

**PRESIDIO ISD
PAYROLL DATA
2013-2014**

STAFF ID/SSN: 465-89-0744EMPLOYEE NO. 237NAME: Jose ^{FIRST} Francisco ^{MIDDLE} Armendariz ^{LAST} 2 ^{GEN}DATE OF HIRE 8-12-1996 YEARS EXPERIENCE 17 STEP 15ADDRESS: P.O. Box 1834 DOB: 8-19-1972CITY: Presidio DEGREE: BachelorsSTATE: TX 79845 POSITION CODE: 02

HOME PHONE: _____ WORK PHONE: _____

CELL PHONE: _____

CONTRACT DATES 8-19-2013 / 6-05-2014 FIRST CK 9-03-2013ASSIGNMENT Athletic DirectorSALARY 72,376 STIPEND/SUPP. _____ TOTAL 72,376

TIPEND. _____

STATUTORY MIN. FUND 41,160 ACCRUAL RATE: 387.04 DAILY RATE 387.04PAY RATE: 2783.69 ANNUAL PAYMENTS: 26HOURLY RATE: _____ DAYS BASIC CONTRACT: 187ACCRUAL CODE: A CONTRACT MONTHS: 10NO. OF DAYS EMPLOYED: 187 REMAINING PAYMENTS: 26ANNUAL CONTRACT: 72,376 PAYOFF DATE: 8-14-2014

DISTRIBUTION CODE	AMOUNT	PERCENT	W/C CODE	GRANT CODE	ACCOUNT TYPE	PAYROLL ACTIVITY
167-36-6119-00-001-491	11,398	14%	A		G	80
167-36-6119-00-041-491	11,398	14%	A		G	80
167-36-6119-06-001-491	5000	7%	A		G	80
199-11-6119-00-001-411	44,580	61%	A		G	80

25 CHECKS @ 2783.69 FINAL CHECK 2783.75 TOTAL \$ 72,3762012-2013 SALARY: 72,376 STEP _____ HOURLY RATE: _____SUPERINTENDENT SIGNATURE AM

DATE _____

PRESIDIO ISD
PAYROLL SALARY ADJUSTMENT
2013-2014

NAME Jose Armendariz ✓
EMP # 237
PAYROLL DATE 4-10-2014

NO. OF DAYS _____ RATE _____ TOTAL CONTRACT 72,376

(+) ADJUSTMENT -5,000 (=) ADJUSTED CONTRACT 67,376

LESS: 16 CHECKS@ 2,783.69 (=) AMT. PAID TO DATE 44,539.04

ADJ. CONTRACT 67,376 (-) AMT. PAID TO DATE 44,539.04 (=) BALANCE 22,836.96

BALANCE 22,836.96 (/) PAYMENTS REMAINING 10 (=) PAY RATE 2,283.70

DISTRIBUTION

DAILY RATE 360.30

HOURLY RATE _____

ACCRUAL RATE 360.30

ST MINIMUM same

PRESIDIO ISD
PAYROLL DATA
2014-2015

STAFF ID/SSN: 465-89-0744EMPLOYEE NO. 237NAME: Jose FIRST Francisco MIDDLE Armandariz LAST GENDATE OF HIRE 8-12-1996 YEARS EXPERIENCE 18 STEP 16ADDRESS: P.O. Box 1834 DOB: 8-19-1972CITY: Presidio DEGREE: BachelorsSTATE: TX 79845 POSITION CODE: 02

HOME PHONE: WORK PHONE: CELL PHONE:

CONTRACT DATES 08-18-2014 / 06-06-2015 FIRST CK. 9-02-2014ASSIGNMENT Athletic DirectorSALARY 46,850 STIPEND/SUPP. 22,796-AD TOTAL 69,646

TIPEND: _____

STATUTORY MIN. FUND 42,190 ACCRUAL RATE: 372.43 DAILY RATE 372.43PAY RATE: 2678.69 ANNUAL PAYMENTS: 26HOURLY RATE: DAYS BASIC CONTRACT: 187ACCRUAL CODE: A CONTRACT MONTHS: 10NO OF DAYS EMPLOYED 187 REMAINING PAYMENTS: 26ANNUAL CONTRACT: 69,646 PAYOFF DATE 8-13-2015

DISTRIBUTION CODE	AMOUNT	PERCENT	WIC CODE	GRANT CODE	ACCOUNT TYPE	PAYROLL ACTIVITY
199-11-6119-00-001-511	46,663	67%	A		G	80
199-11-6119-00-041-511	22,983	33%	A		G	80

25 CHECKS @ 2678.69 FINAL CHECK 2678.75 TOTAL \$ 69,6462013-2014 SALARY 67,376 STEP _____ HOURLY RATE: _____

SUPERINTENDENT-SIGNATURE _____

DATE _____

PRESIDIO ISD
PAYROLL SALARY ADJUSTMENT
2014-2015

NAME Jose Armendariz
EMP # 237
PAYROLL DATE 9-25-2014

NO. OF DAYS 187 RATE _____ TOTAL CONTRACT _____

(+) ADJUSTMENT 1,390.00 (=) ADJUSTED CONTRACT 71,036

LESS: 2 CHECKS@ 2678.69 (=) AMT. PAID TO DATE 5357.38

ADJ. CONTRACT 71,036 (-) AMT. PAID TO DATE 5357.38 (=) BALANCE 65,678.62

BALANCE 65,678.62 (//) PAYMENTS REMAINING 24 (=) PAY RATE 2,734.61

DISTRIBUTION

DAILY RATE 379.87

HOURLY RATE _____

ACCRUAL RATE _____

ST MINIMUM 43,480

48,240 - Step 18
22,796 - Additional
71,036

199-11-6119-00-001-511000 59,638
199-11-6119-00-041-511000 11,398

**PRESIDIO INDEPENDENT SCHOOL DISTRICT
MINUTES OF A REGULAR MEETING
OF THE BOARD OF TRUSTEES
Administration Building Board Room
June 17, 2015
6:30 P.M.**

The Board President, Hugo Ramos, called the meeting to order at 6:32 p.m. Board members Velva Saenz, Ethel Barriga, Helio Franco and Fidel Baeza were present.

Members Absent: Carlos E. Nieto, Alfredo P. Muniz

Staff present: Dennis McEntire, Superintendent; Leticia Tharp, Data Clerk/Notary.

PLEDGE OF ALLEGIANCE AND PRAYER: High school students led the pledge of allegiance and the Texas flag pledge. Dennis McEntire offered the invocation.

ANNOUNCEMENT BY THE BOARD PRESIDENT, HUGO RAMOS.: Notice of this meeting has been posted in accordance with the Texas Open Meetings Act, Section 551.043 of the Texas Government Code.

ADMINISTER OATH OF OFFICE TO NEWLY ELECTED TRUSTEES: Recently elected trustee Hugo Ramos, Ethel Barriga and Fidel Baeza were administered the oath of office by Leticia Tharp, Notary Public.

ELECTION OF OFFICERS FOR NEW TERM: Velva Saenz made the motion to approve the election of the following officers, Mr. Helio Franco, President, Mr. Hugo Ramos, Vice President; and Ms. Ethel Barriga, Secretary. Fidel Baeza seconded the motion. Motion carried 5-0.

APPROVED THE MINUTES OF THE REGULAR MEETING HELD ON MAY 20, 2015: Hugo Ramos moved to approve the minutes of the regular meeting of the Board of Trustees held on May 20, 2015, as presented. Ethel Barriga seconded the motion. Motion carried 5-0.

APPROVED THE MINUTES OF THE SPECIAL MEETING HELD ON MAY 27, 2015: Ms. Barriga moved to approve the minutes of the special meeting of the Board of Trustees held on May 27, 2015, as presented. Mr. Ramos seconded the motion. Motion carried 5-0.

THE SCHOOL BOARD RECOGNIZED THE FOLLOWING INDIVIDUALS

AND / OR GROUPS: Carmen Rubner, Technology Director, introduced the PHS students who attended the first annual technology camp supported by a consortium of four private technology companies. The students gave a presentation to the board outlining what they learned and accomplished in the week long seminar series.

OPEN FORUM – PUBLIC PARTICIPATION: Christina Becker, Relay for Life Coordinator for Presidio County. Invited the board to participate in the first ever Relay for Life to be held in Presidio on October 2, 2015. No action required, none taken. We greatly appreciate those individuals who have requested to speak to the Board during Open Forum. We are bound by certain time constraints in order to cover all the items on the agenda, and therefore, must limit presentations to five minutes.

Please respect the rights of others in your presentation. Presenters should not be disrespectful, use inappropriate language or be insulting to persons who do not have an opportunity to respond. The Board may only listen to presentations.

It cannot respond, engage in discussions, or answer questions from presenters and cannot take action upon any matter presented in Open Forum. But, we will give all presentations our serious consideration. Thank you.

INFORMATION UPDATE ON THE CONTINUOUS CLASSROOM

IMPROVEMENT INITIATIVE/2015 PRELIMINARY STARR RESULTS:

Mr. McEntire reported out on the STARR assessment results. He noted these were unofficial and were considered by TEA to be not for distribution. Preliminary scores look good. No action required, none taken.

INFORMATION UPDATE ON REVIEWING AUDITS: Mr. McEntire provided the audits that have been conducted this year and the results available to date. He noted that all the TEA audits were being complimentary. No action required, none taken.

DISCUSSION AND CONSIDERATION OF PARTICIPATION IN THE REGION 18 EDUCATION SERVICE CENTER PURCHASING COOPERATIVE DURING SCHOOL YEAR 2015-2016: Mr. Ramos moved that Presidio ISD continue participation in the Region 18 Education Service Center Purchasing Cooperative during school year 2015-2016. Ms. Barriga seconded the motion. Motion carried 5-0.

DISCUSSION AND CONSIDERATION OF THE BOARD REVIEW OF THE PISD INVESTMENT PROGRAM: Ms. Barriga moved to adopt the resolution of the board regarding Review of the Investment Program as presented. Mr. Ramos seconded the motion. Motion carried 5-0.

DISCUSSION AND CONSIDERATION OF APPROVING THE RESOLUTION AND INVESTMENT SOURCES: Mr. Ramos moved to adopt the Resolution of the Board regarding the approval of Investment Sources. Ms. Barriga seconded the motion. Motion carried 5-0.

CLOSED MEETING: The Board entered into closed session pursuant to the Open Meetings Act, Texas Government Code, Section 551.074 at 7:38 p.m. The Board ended its closed meeting at 8:34 p.m. The following actions were taken in subsequent open meeting.

- A. Discuss Personnel Concerns
 - 1. Central office
 - 2. Athletic structure



DISCUSSION AND CONSIDERATION OF ITEMS DISCUSSED IN CLOSED SESSION: Hugo Ramos moved to eliminate the athletic director position from the district organization structure and replace it with a male athletic coordinator and a female athletic coordinator with the understanding that all coaching positions are teaching positions. Velva Saenz seconded the motion. Motion carried 4 – 1.

DISCUSSION AND CONSIDERATION OF TASB LOCALIZED UPDATE 102: Ms. Barriga move that the Board add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the instruction Sheet for TASB Localized Policy Manual Update 102. Ms. Saenz seconded the motion. Motion carried 5-0.

DISCUSSION AND CONSIDERATION OF SUPERINTENDENT OUT OF STATE TRAVEL: Ms. Saenz moved to authorize the superintendent to accept the invitations to the national forums as requested on a trip by trip basis. Mr. Ramos seconded the motion. Motion carried 5-0.

DISCUSSION AND CONSIDERATION OF NOMINATION FOR THE TASB BOARD OF DIRECTORS FOR REGION 18: No action taken or motion made.

DISCUSSION AND CONSIDERATION OF TASB ADVOCACY RESOLUTION: Mr. Ramos moved to adopt the advocacy resolutions to TASB as outlined in the resolution. Ms. Barriga seconded the motion. Motion carried 5-0.

DISCUSSION AND CONSIDERATION OF SETTING A DATE FOR A BOARD BUDGET SESSION AND DATE TO SET DISTRICT GOALS AND THE REQUIRED BOARD REVIEW OF THE 84TH LEGISLATIVE SESSION OUTCOMES: Hugo Ramos moved to set July 10th 2015 at 5:00 P.M. for the required Team of 8 training by Region 18 and August 1, 2015 for the 2015-2016 budget workshop and legislative update. Ethel Barriga seconded the motion. Motion carried 5-0.

DISCUSSION AND CONSIDERATION OF SETTING A DATE FOR A BUDGET WORKSHOP. Item died for lack of a motion. No action taken.

DISCUSSION AND CONSIDERATION OF BOARD TRAVEL: Mr. Ramos moved to approve board travel as presented. Ms. Barriga seconded the motion. Motion carried 5-0.

BOARD PRESIDENT'S REPORT: Newly elected Board President thanked everyone for electing him. Everybody knows me. We will keep going forward. If we do the right things that are best for kids we will keep making progress.

SUPERINTENDENT'S REPORT:

A. Safety and security concerns: We have had a relatively uneventful year with very few discipline problems.

B. Travel

1. Superintendent's travel: No travel for the month.

2. Board travel: Board members attended the Summer Leadership Institute. Mr. Nieto stayed two days to work with attorneys on District property value issues in both cleaning up the silver mine fiasco and the projected value impact of the natural gas pipeline.

C. Attendance and enrollment: We are down about 80 students over the last 4 years but the trend is expected to reverse.

D. Superintendent's additional days: Superintendent has used

E. District concerns: We have to begin preparing now for the state funding cuts that will come in 2017. The projection at this time is a 1.7 million per year cut in state funding due to the sunset of the ASATR and subsequent lack of action by the Texas Legislature.

ADJOURNMENT:

There being no further business, the meeting adjourned at 9:26 p.m. Ms. Barriga made the motion to adjourn. Mr. Ramos seconded the motion. Motion carried 5-0.

Presidio ISD Board President

Presidio ISD Board Secretary

**PRESIDIO INDEPENDENT SCHOOL DISTRICT
MINUTES OF A SPECIAL MEETING
OF THE BOARD OF TRUSTEES
Administration Building Board Room
October 12, 2016
3:00 p.m.**

Board President, Helio Franco, called the meeting to order at 3:05 p.m. Board members Ethel Barriga, Alfredo P. Muniz, Fidel Baeza and Velva Saenz were present. Hugo Ramos entered the meeting at 3:18 p.m.

Members Absent: Carlos E. Nieto

Staff present: Dennis McEntire, Superintendent; Santos Lujan, PHS principal; Jose Armendariz, PHS teacher; Celia Sanchez, Notary Public.

Others present: Mr. Tony Conners, Attorney, Mr. Larry Baskind, Attorney

CONDUCT HEARING ON PROPOSED NONRENEWAL OF JOSE ARMENDARIZ:

CONSIDER AND TAKE ACTION ON PROPOSED NONRENEWAL OF JOSE ARMENDARIZ:

The board heard testimony from Principal Santos Lujan, Superintendent Dennis McEntire and Teacher Jose Armendariz. Attorney Tony Conners represented Mr. Armendariz and Attorney Larry Baskind represented Presidio ISD.

Mr. Fidel Baeza made the motion to non-renew the term contract of Mr. Armendariz as recommended by the Presidio High School principal and approved by the superintendent. Ms. Velva Saenz seconded the motion. Motion carried 6 -0

Velva Saenz made the motion to adjourn at 7:30 pm. Mr. Muniz seconded the motion. Motion carried 6-0.

Presidio ISD Board President

Presidio ISD Board Secretary

